

due the 1st of October last on the debts of the State contracted for their use. Its amount was \$19,166 67 cents, and their insolvency (at no time apprehended, because of the high character and business habits of the gentlemen having charge of its concerns and the good order and economy in their management, which their accounts to the Treasury uniformly indicated,) was the more unexpected, because only three months before, they had received from the Treasury the large sum of \$252,000, borrowed for them in pur. of ch. 302 of 1837, and executed at the time with the utmost solemnity their obligation to provide for the payment of the interest as enjoined by the law confiding to them its disbursement.

The President and Directors, it seems,—misconceiving that obligation to be altogether subordinate to the one to construct their work—impelled by a laudable zeal to accelerate its completion, and incited by an unfortunately ill-founded confidence in the sufficiency of their means, if wholly applied to that object, to accomplish it in time to enable them, out of the profits of their work when perfected, to fulfil all their engagements—entirely exhausted their resources in the abortive effort, and left the Treasury with three days notice only (being all he understands they themselves had) to encounter a very large and additional demand, at a moment when, in every year, the pressure upon its resources most cogently requires the utmost punctuality on the part of those to whom the Legislature has trusted to supply them.

To hold that a company, engaging with equal solemnity and the same legal sanctions, to apply the public money raised by debt, to the construction of a great public work and also to provide for the payment of the interest on that debt, is bound to provide for the payment of the interest *indefinitely*, would be to bring the two obligations into direct conflict—and to fulfil the last would be to make the first manifestly impossible. The obligations therefore are of course to be reconciled and admit of reconciliation, the Treasurer thinks, only by considering the engagement to pay the interest, as obligatory from year to year merely, unless otherwise expressed—but to that extent, as paramount to all others involved in their trust.

From the termination of each session of the General Assembly without due and timely notice, until the next shall have assembled and had time to act—that is to say, annually to the first of January, the obligation to provide