

hen at Annapolis, pending this inquiry, and incidentally mentioned the heavy rates which he had been required to pay; Mr. Cohen said, with reference to the coal, that if there had been an error, the company, upon being made sensible of it would be willing to rectify the mistake: but no offer was made to refund any part of the freight money for the flour.

Mr. Duvall further states, that the Rail Road Company had increased their rates for freight *before* the happening of the fresh that injured a part of the road.

It appears that the damage that was sustained by the road in consequence of the fresh was confined to that part of the route which lies between Philadelphia and Wilmington: and that the damage was sufficiently repaired by the latter part of the first week in February to admit of using the road again; and that travellers were enabled to pass along the entire line from Philadelphia to Baltimore on Saturday the 9th of February.

That the complaints of citizens, on account of the Company's having increased their charges, were frequent and numerous, was proved by the testimony of Mr. Duvall, as well as other witnesses:—that gentleman says that, in his own case, when he complained to the agent at Elkton, the latter referred him to Mr. Cohen in Baltimore.

Mr. *John McGaw*, of Robt., a citizen of Harford county, of great respectability, having been summoned to testify before the committee, made oath,

“That he forwarded on said [Philadelphia, Wilmington, and Baltimore] Rail Road, and in a burthen car of said company, on the 4th of February 1859, twelve hogsheads of *quercitron* bark, which weighed 8255 lbs gross weight, transported from the depot at *Perrymansville* to *Baltimore*, for which he was charged by the company at the rate of *fifteen cents* per hundred pounds, for the distance” [27 miles] “between those places; and he paid the same, amounting in the whole to [\$12 43] twelve dollars and forty-three cents” (Which was at the rate of \$3 per ton for a distance of 27 miles, or at the rate of upwards of eleven cents per ton per mile.) He referred to the bill and receipt, signed by Mr. Jarvis for the agent, and left the same with the committee.

The same witness further testified that, “the company was not at any extra trouble or delay in providing a car for the special accommodation of witness, at the depot at *Perrymansville*:—the car which took the bark was one which had come to *Perrymansville* from *Havre-de-Grace*, laden with plank, on Saturday the 2d of February. The company's agent at *Perrymansville* [or the person acting as such, Mr. Noble Rider] said, that if the car could not contain the whole lot of bark that was to be sent, then it must go on to *Baltimore* on that day; but that if the whole could be transported in the car at once, then it might remain at *Perrymansville* for that purpose until Monday. Witness employed two labouring