

men to assist witness in placing the bark into the car: eight hogsheads were put in on Saturday, and four hogsheads were put in on Monday—after the bark was all in, a quantity of iron, probably about a ton weight, was put in for some other person. Agent gave no intimation to witness that there was any unusual detention of the car to accommodate him; nor was it ever in any manner intimated to witness that there was to be any extra charge made for the delay that took place.”

The same witness further said, “that some time last summer he sent a quantity of leather by the company’s cars, from Perrymansville to Baltimore, the weight of which was about half a ton, for which he then was charged at the rate of [\$1 50] one dollar and fifty cents per ton for that distance.”

Upon being asked by the Chairman of the committee whether witness remonstrated against the charge on the bark, as being too great, Mr. McGaw further answered:—“He did; and complained to the agent or clerk, Mr. Jarvis, at the depot at Baltimore; and Mr. Jarvis then referred witness to the company’s tariff of rates, posted up in writing in the office of the depot, they having lately been increased.”

To the question put, whether the company was at any expense or trouble in weighing or delivering said bark, Mr. McGaw answered, “No—witness paid for the removal of the bark from the depot immediately after the bark was discharged from the car—employed a dray at his own cost for that purpose—the agent weighed two average hogsheads of the bark, to ascertain, (in that way) the whole weight upon which to charge. The weighing was done by the agent for the agent’s own satisfaction and the interest of the company, and not witness’s request, or to oblige witness—for witness had it weighed again at the bark inspection warehouse;” by which weighing he said it was ascertained that the true weight of the whole was not so great as the agent had at first charged for, and that the bill was afterwards rectified so as to correspond with the inspection weight.

The weight of a hogshead of bark, according to Mr. McGaw’s practice of packing the same, he stated was not uniform, but was “from 500 lbs. to 800 lbs., according to the size of which the hogshead happened to be, as they varied very much in their dimensions.”

In answer to questions put to Mr. Cohen, the Vice President of the company, whether the company considered itself entitled to charge any thing more than the rates *limited* by and *expressed* in the law upon which the company relies, and to which the committee had been referred by him, he stated, that although the law limits the company to *eight* cents per ton per mile, on *freight*, and to *four* cents per mile for each *passenger*, yet he considered, “That the company has the *right* to charge *extra* for transporting passengers and merchandize across the *river Susquehanna*, in the company’s *steam boat*, (which plies between Havre-de-Grace and