

orders and directions were in due time obeyed. Col. Kearney returned I think in the month of July, and when he met the board in August, he was also requested to put down his subordinate officers to the minimum number that would be required to perform the work then to be done. Subsequently the colonel has given assurance that during the suspension of the work, there shall be no misunderstanding between him and the company, with regard to the pay which he will require for himself, and that one or two of the young men shall at each end of the road be retained, if they can be at reduced pay, until it shall be ascertained that the company are again in funds sufficient to proceed with the work. It is important, besides other serious considerations, to retain one at least at each end of the road, if they can be at reduced pay, to form new parties on in future. Men whose competency and integrity of character has been well tried and proved, are invaluable to a work like this, and when given up or lost, the company may lose greatly before it can replace them.

In Cecil county there has been much litigation between the landholders on the line of the road and the company, and John C. Groome and Richard C. Hollyday are there employed as counsel for the company. Col. Groome has, I believe, up to this time, received for his professional services two hundred and fifty dollars only, and this sum I believe he expects to receive annually, and to be paid also in addition for any extraordinary service. Mr. Hollyday being more recently called into service, has as yet received nothing, and I believe there is no understanding with him about what he is to receive. During the past year, besides the contests with landholders, Col. Groome had much to do in preparation for an expected trial with Mr. Duval. By the second annual report of the board, it will be seen that an arbitration was on hand with Mr. Duval, and one or two meetings took place between the parties to arrange it. But Mr. Duval thought proper in the end to decline this arbitration, for means best known to himself. On this occasion Col. Groome was authorised to call to his aid either of our other counsel, or to employ additional counsel, if he deemed it necessary, and he was particularly directed to obtain Mr. O. Scott's opinion on the construction of the contract between Mr. Duval and the company. But the arbitration being arrested, there was no need to bring in other counsel. Mr. Cristfield, Col. Groome and Mr. Hollyday are therefore now the only counsel in the employ of the board, Mr. Edward Long having intimated in the month of August last that he was about to be a candidate for the legislature, and desired to be released from his engagement as counsel for the company.

While preparing for the expected trial with Mr. Duval, an extra hundred dollars was enclosed to Col. Groome at his own suggestion, to pay any expense he might be called on to incur, preparatory to this trial, and this sum is yet to be accounted for by him.

I am not aware that there is any understanding between Mr.