

4 O'clock, P. M., Feb. 15th.

The committee met. Present Messrs. Wootton, Causin, Comegys, Blocher, and Maulsby.

Clem't. Cox appeared before the committee in compliance with a summons from the committee.

Major Bender was discharged and a certificate for his attendance as witness, was given him.

Col. Washington handed to the clerk an interrogatory, which had been presented to him by Mr. Comegys, with the answer to the same.

Question. By whom was the arrangement made between the two companies in relation to the respective advances which the commissioners asked for and obtained, and was not the Chesapeake and Ohio Canal company aware at the time of making the advance, that it was more than their just proportion, and altogether more than the commissioners were entitled to receive under the act of 1836, allowing them $\frac{1}{4}$ of one per cent. on the amount of sales affected by them of the State's bonds?

Answer. The arrangement was made in respect to the advances to the commissioners with the President of the Chesapeake and Ohio Canal company, and a committee of directors of the Baltimore and Ohio rail road company, subject to the ratification of their respective boards. The President and directors of the Chesapeake and Ohio Canal company knew that the sum advanced by that company exceeded its proportion, but at the same time knew, that it was not more than each commissioner was entitled to receive under the act of 1836, by which they were authorized and directed to negotiate to the amount of \$8,000,000, upon which sum, and the premium making nine million six hundred thousand dollars, the commissioners were entitled to receive $\frac{1}{4}$ of one per cent., which would have given them \$8000 each. The avowed purpose of the commissioners was to negotiate the whole sum. It was of vital importance to our company, that the subscription of the State should, after such long delays, be made available as soon as possible. Only two of the commissioners were in this country. Judge Buchanan positively declined to consummate the contract with our company, until he had first offered the bonds in the European market, at the same time declaring his inability to go abroad, unless the advance was made him. Gen. Emory also required an advance, though not so large an amount, and looking to the immense interest at stake, we deemed it our duty to make the advance, finding that the full amount required could not otherwise be raised. For this advance as stated in a former answer, we hold the draft of Judge Buchanan on the treasurer for \$5000, and of Gen. Emory for \$3000, which we consider as collateral to their individual responsibility.

William Stait, who had been summoned, appeared, was sworn, and discharged until again called before the committee.

James W. McCulloch appeared, was sworn, after first having