

month under the authority which you conferred on me, "to employ such person or persons as in my judgment would be likely to render effective assistance in attaining that object," I now proceed to state that I then engaged the services of Joseph J. Merrick, Esq., and stipulated that for his assistance and co-operation he should be paid the sum of ten thousand dollars, (\$10,000) contingent, however, upon obtaining aid from the State of Maryland, by a loan or subscription to said company, to the extent of three millions of dollars, and the said aid having been at length received, I should now add that Mr. Merrick, from the date of said agreement, has unceasingly co-operated with me in attaining that object; and further, that without his constant and most effective assistance, I believe success would have been found impossible. I have also to state, that I likewise engaged the services of Col. Robert W. Kent, Esq., for a compensation contingent on success—but that as his co-operation ceased before the General Assembly of Maryland closed its winter session of 1835-6, so too did that agreement. I also engaged the services of Philemon Chew, Esquire, to aid in obtaining said loan or subscription, and agreed that fifteen hundred dollars should be paid for his effective co-operation, contingent upon the attainment of that object—but as our efforts to procure said aid at the winter session of 1835-6 were not then successful, Mr. Chew did not repair to Annapolis at the opening of the May session of 1836, and I did not subsequently invoke his services when he came to Annapolis towards the close of the session, as I considered the aid desired as being already assured; nor have I at any time since requested or received his co-operation; yet I should state, that he caused it to be made known to me after the act was passed which authorised a subscription of three millions of dollars by the treasurer of Maryland, that he hoped to be compensated justly for his services, without specifying any sum. At that time no means had been received by the company under the said act. I made no reply to, or remark upon, his message; and I have not since heard from him on the subject. In prosecuting my application for the aforesaid aid for your company, I had to incur sundry expenses for expresses, conveyances and printing, the particulars and vouchers of which I will furnish,* as I doubt not that whilst I decline now, as heretofore, to accept any compensation for my own time and services, I will best conform to your wishes by enabling you to defray those expenses.

With great respect,

I remain your ob't serv't,

JAMES W. McCULLOH.

To the President and Directors of the C. & O. C. C.

*See No. 5 of this Appendix.