

requested the bank officer to say to the cashier, that if he could exercise the discretion, I would be glad if he would hold it up until the meeting of the board. This I suppose he could not do as it was immediately protested.

On the 28th day of December the board met, and the commissioner was present, he made explanations and the accounts were referred to him for settlement, claiming however an abatement from sundry charges, of which I presume you are already informed. I stated to the board at the time that your draft had been presented and protested.

You complain that your draft for \$500 assigned to you by John McPherson Brien was protested, and for which measure you have not been able to discover the grace, dignity, &c.

On the 17th of May, you wrote to the board informing them of the assignment, and stating that you would draw for the amount. If you will turn to my letter of the 20th May in answer to yours, you will read, "the board had that day authorised your draft to be accepted, *provided it be not made payable before the 23d of June, as we do not expect sooner to be in funds.*"

In a few days after, your draft appeared, payable on the 17th, 20th June. I endorsed upon it that I would accept it, payable on the 23d, and returned it. The bank however protested it for non acceptance.

On the 20th June, the day when it became due, it was presented for payment, we were yet without funds, but to avoid further protest, I gave to the cashier my written assurance that on the following Monday it should be paid, with this he was content and it was accordingly paid together with the cost of protest and expense, which I believe the canal company had never before paid unless where drawn upon by authority. You will thus see that in this matter the fault of the protest was with yourself, that extraordinary means were taken to avoid it, and that necessity left us no room to consult the dignity and grace of the measure.

You say that out of pure kindness you did not demand interest on this assignment. Allow me to say that Mr. Brien demanded, and received interest on the total amount of his judgment up to the day of its payment; so that we were not gainer by your kindness, but losers of the expenses by the operation of this draft; this however was understood by the board as conferring a favor on you, instead of receiving one. You complain further, that on the payment of your draft for \$500 on account of your late services, you were called on to furnish an account of particulars.— This draft was made without authority and contrary to the usage of the company. It was paid without awaiting a bill of particulars, and moreover, to avoid protest, it was paid here, instead of being paid by the commissioner as it should have been. I have now examined the several complaints which you urge, and think I have shewn that they are without cause, and that much pains has been taken to avoid giving you any real cause to complain of