

three millions of dollars, and Joseph J. Merrick was its sole counsel—he stated his claim on it for his services at three thousand dollars, and I approved of the charge. So that when at December session, 1835, the president and directors of this company adverted to the insufficiency of its means, expressed their earnest wish that I would take the proper steps to obtain further and larger aid for it from the General Assembly of Maryland, I considered myself as being requested to procure the services of counsel to solicit that aid, and I consequently again sought the co-operation of Joseph J. Merrick as counsel, but before I made an agreement with him, authority to employ any counsel that I might deem useful was expressly confirmed to me at a meeting of the president and directors of said canal company, at which I was present, and convened, I believe, on the 3rd or fourth day of March, 1836, especially to determine what stipulations ought to be made with regard to the construction of the canal and rail road wherever these might be in juxta position, and also as to who should defray the extra cost if any should arise by reason of such construction, likewise as to any waiver being made of the prior right of the canal company to locate and construct its work to Cumberland, under the provisions of the compromise act, chapter 29, of 1832, and without prejudice to its right of location thence to Pittsburg. Further, to settle the terms on which the close board fence provided for on the berm side of the canal, under the aforesaid compromise act, might be abandoned, and a post and rail fence be substituted for it on the river side or tow path, and finally that they might authorise me to assure Wm. Stewart agent, and one of the proprietors claiming water rights at Georgetown, under Amos Binney, that said president and directors would promote the adjustment of said claim, by submitting the pretensions of the parties to the decision of Chancellor Kent or Judge Hopkinson.

These points having been satisfactorily determined a wish was expressed that I would act as counsel to solicit the aid then imperiously required by the company, which employment I declined, and then I was requested to engage the services of such persons as I should deem most likely to be useful, and for such compensation as I should think proper, but at whose motion I do not recollect.

2nd, 3d and 4th Interrogatories. Did the Chesapeake and Ohio Canal Company give you authority to fix the compensation of persons employed by you for that purpose? Was it at a regular or special meeting of the board that you were clothed with that authority? Were you present at that meeting, and upon whose motion were you invested with that power?

Answer. These are embodied in my answer to the first interrogatory.

5th Interrogatory. State specifically the terms of the contract made by you with Joseph J. Merrick, Robert W. Kent and Philemon Chew, and what particularly induced you to employ them?

Answer. First as to the terms of said contracts. The contract