

company subject to my disposal, under and by my contract with Joseph J. Merrick. The terms of those contracts were reported to the president and directors of the Chesapeake and Ohio canal company, on the 8th day of April, 1838, so far as I then thought they related to said company, by a letter of that date, and which is as follows :

*Letter from JAMES W. McCULLOH to the PRESIDENT AND DIRECTORS of the Chesapeake and Ohio Canal Company.*

BALTIMORE, 8th April, 1838.

*To the PRESIDENT AND DIRECTORS of the Ches. and Ohio C. Co.  
Washington City :*

*Gentlemen,*—The additional means which you desired in the month of March, 1836, to procure from the State of Maryland for the Chesapeake and Ohio canal company, having been received, and my attention having been called by Joseph J. Merrick, Esq. to his account for services effectively rendered in obtaining said aid, conformably to an agreement which I made with him in that 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 ; 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 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, Esq. to aid in obtaining said loan or subscription, and agreed that the sum of fifteen hundred dollars should be paid for his effective co-operation, contingent upon the attainment of that object—but as our efforts to procure such 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, 1836, and I did not subsequently invoke his services when he came to Annapolis towards the close of that 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 authorized a sub-