

The terms have not been complied with, a large part of the debt being still unpaid. About the 1st August, 1837, executions having been issued by this company upon some of the judgments upwards of 450 tons of iron rails, together with some lumber, stone, &c. were levied on. This company became the purchaser of the rails at the sheriff's sale, and of some of the stone and lumber. The rails have been used in the construction of the road between Baltimore and York. They were purchased for \$14,649 09, though they were worth, and had cost the Wrightsville company more than \$33,000. The latter company are of course entitled to a credit on their debt of the amount of the purchases of this company, less the legal costs.

The Wrightsville company now hold property at Wrightsville, purchased for a depot, believed to be certainly worth \$20,000 or \$25,000, which is subject to the mortgage and judgments of this company. Beyond this, the security of the company for the balance of the debt, consists of their lien upon the road, and is deemed satisfactory for its ultimate liquidation, though not available until the road shall be completed.

32. If no security was taken, what was the inducement of the loan?

Security was taken as above stated. The only inducement to make loans was the desire to promote the completion of a road which was regarded as a most important extension of the Baltimore and Susquehanna Rail Road.

33. Was there application made to your company to carry the United States mail on the Baltimore and Susquehanna Rail Road to York? If so, by whom, and why was the proposition declined?

No application has been made to the company by the Post Office Department. The present contractors, Messrs. Stockton, Falls & Krebs, have applied to the company to carry it; but the proposition was declined, because the terms which they offered were regarded by the company as no adequate compensation for the service; and because it was believed that if the company were to carry the mail now at a low rate for the accommodation of the contractors, the company would be charged hereafter with making unreasonable and extravagant demands should they offer to contract with the department on such terms as they might deem the service to be fairly worth.

34. Was it understood by the directors of the Susquehanna Rail Road Company that the Messrs. Cohen would purchase \$25,000 worth of stock as a consideration for the deposit of \$250,000 made with the Messrs. Cohens by the company?

The president and directors were informed, as stated in the answer to the 23d question, that the Messrs. Cohens would purchase \$20,000 worth of stock, if the deposite were made with them. As the money was considered to be entirely secure with them, and they were to pay legal interest for the same until the company should require the funds, this circumstance was doubt-