

but am not aware that the reasoning would not apply with equal force to the debts contracted by Mr. Peabody.

3rd Question.—You have stated in your answers, that a “statement of debts and credits of the company, January 1st, 1840, was prepared by you, not as you desired that it should be, but according to the form and manner dictated by the President, and that you declined to sign it, you disowned it then, you disown it now.” Do you by this mode of expression design to convey the idea, that you, under the dictation of the President, did an act discreditable to yourself or to him?

That the true character of the affair may be understood, state whether all, and if not all, what part of the statement was made out under the dictation of the President? Did the President compel you to make an erroneous statement? If so, have you never before attempted to rectify the error? Or did the President simply express the opinion to you, that in exhibiting the amount of 5 per cent. Bonds held by the Canal Company, it would be most proper to fix no value on them, but to say only what amount the company held, and to leave the Legislature, before whom your statement was to be laid, to decide what they would probably command in the market? Did not the President express the opinion, that such a course would be most prudent, as the Canal Company held the bonds for sale, and ought not, unnecessarily, by statements, to depreciate them below their nominal value?

Answer.—The “statement of debts and credits of 1st of Jan. 1840,” is a paper to which I was unwilling to affix my name, for the reasons given in my answer to the 1st *additional* interrogatory propounded to me. In that answer I have said that this “statement, although literally true upon the data assumed, so far as it goes, was so made as to lead the casual reader to the belief, that the Canal Company had the means of paying its debts on the 1st Jan. 1840, up to that day, and have a balance then remaining of \$245,016, and as I was fully aware that its means were on that day, very little, if any thing, more than sufficient to pay its debts upon a liberal estimate, I declined to sign it.” In my opinion it was not creditable for me to sign this paper, which I could not afterwards defend as a fair statement of the finances of the company.

That part of the “statement” made out under the immediate dictation of the President is, 1st—on the debtor side “the liabilities of Mr. Peabody,” and 2d—on the creditor side, the “5