

dence when last before the committee; also, that certain certificates of deposits, amounting to \$4,100, signed by J. T. Guthrie, were rejected whilst Jacob Eyster was cashier, because there were no funds in the bank, and the directors did not regard Mr. Guthrie as the authorised cashier. These checks and certificates were not paid whilst I remained in the bank, several of them had been placed in litigation by their holders; I at that time acted as teller. These checks and certificates of deposit constitute a part of the certificate account as handed to me by the former cashier Jacob Eyster.

Mr. Heard in continuation testifies—That these checks were given by Mr. Guthrie when absent from the bank, and that at the time they were protested, there were no funds to meet them. I kept up the bank by borrowing money from several individuals, having at one time but \$400 of bankable funds, and depended upon borrowing from several individuals, say A. Kershner, R. Logan, F. Stumbaugh and G. Kealhofer; there were at that time no specie in the bank except several boxes of cents. I acted then as teller.

ANDREW KERSHNER, Esq., former president of the Farmers and Millers Bank of Hagerstown, appeared, was sworn and deposed as follows:—That he held twenty shares of stock in the bank; did not pay for them, but was transferred to him, to make him eligible for the presidency, by J. T. Guthrie; he now pays the tax on the same; at any time he is called upon to transfer said stock, he feels bound to do so. Thinks Mr. Jones, of Harrisburg, is a stockholder to the amount of \$60,000 or more; thinks he has paid on all said stock about \$7,000 or \$8,000; the balance is secured by mortgages on real estate in Pennsylvania; Mr. J. T. Guthrie was the original owner of the stock held by Mr. Jones; cannot say whether any of said stock was paid by Mr. Guthrie in cash; the payment of the stock was made to the bank by a mortgage on certain real estate in Pennsylvania. His (Mr. K's) connexion with the bank commenced about the first Monday of May, 1841; cannot say whether all of the stock held by Mr. Jones was transferred by Mr. Guthrie, or whether part was not transferred by other persons; thinks that Mr. Jones gave a stock note in part payment of his stock; said note amounting to about \$50,000 or \$60,000; is not aware that any part of said note has been paid; Jones wished to lift said notes and transfer said stock to the bank, but the board of directors would not consent; thinks that some \$7,000 or \$8,000 was subsequently paid into the bank by Mr. Jones, but not for the purpose of being applied to said notes, but the board of directors passed a resolution, ordering the said sum to be applied to the discharge of said Jones' notes. Mr. Emanuel Guyer, of Harrisburg, is also a stockholder to the amount of \$50,000 or \$60,000; the amount spoken of as having been paid on Jones' stock was considered as applicable as well to Guyer's as Jones' stock, no other amount was paid; Mr. Guyer's stock