

## REPORT.

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The committee on Lotteries, to which was referred the proceedings of the Commissioners of Lotteries, for the last two years, have had the same under consideration, and have given particular attention, to the most prominent facts thereof, being the contract entered into by those officers, with the approbation of the Governor in July last, for the drawing of the Consolidated Lotteries of Maryland, for three years, commencing on the 1st day of December, 1850.

This contract was made, by virtue of the act of 1846, chap. 118, and but for a stipulation, inserted by the Commissioners of Lotteries, out of abundant caution, reserving to the Legislature, the power to annul it, would have been beyond the reach of the General Assembly. The power, however, having been expressly reserved to the Legislature, to set it aside, and objections to its ratification having been made, it became the duty of the committee, to enquire particularly into its character, and the authority by which it was made,—no exception has been taken to the contract, by any of the State officers. The Commissioners of Lotteries are satisfied with it, the Governor has approved it, and no one else is vested by law, with any authority in the premises—but objections having been made, the committee have deemed it their duty to give a patient and attentive hearing to able and eloquent counsel as well on behalf of the present contractors, as the objectors, and have arrived at the conclusion, that these objections have not sufficient force to induce them to recommend the annulment of the contract by the Legislature. The first objection urged, was that no notice was given by the Commissioners of Lotteries, of their intention to make a contract, and that they (the objectors) were allowed no opportunity to bid. The committee, find that there is no act requiring a notice to be given by the Commissioners of Lotteries when about to make a contract, or directing them to advertise for proposals, the whole subject is confided to their discretion. So far as the committee have ascertained, the practice has been for the last 15 or 20 years, to make the contract, without giving any public notice whatever,—the only exception to the rule operated against the present contractors, and in favor of these now objecting to the contract, nor does it appear, that had a notice been given in this case, better terms would have been secured for the