

resolution to the end thereof and insert the words "which said proposals, together with the different sam-
 es of stationary, and specimens of printing, they shall lay before the next general assembly." Sent to
 the house of delegates.

Mr. Jackson from the committee to whom was referred the further additional supplement to the act,
 entitled, An act for regulatiug the mode of staying executions, and repealing the acts of assembly therein
 mentioned, and for other purposes, passed at Dec. ses. 1819, reports the same without amendment; which
 was read and will not pass

Mr. West from the committee to whom was referred the leave to bring in a bill to repeal the act, entit-
 led, An act for the relief of the managers of the Medical College lottery, passed at the present session,
 submits the following report:

The committee to whom were referred the leave to bring in a bill to repeal the act, entitled, An act for
 the relief of the managers of the Medical College Lottery, passed at the present session, beg leave to report:
 That as the leave thus given necessarily implied a belief on the part of the senate, that the law proposed
 to be repealed might have been passed under some mistake, your committee felt it to be their duty tho-
 roughly to investigate the subject; and in order to remove all doubt, and to prevent future mistakes, they
 required the statements made to them to be verified by affidavit. The depositions thus taken are here-
 with reported

By referring to the votes and proceedings of December session, 1817, it appears, that after the passage
 of the law imposing a tax of five per cent on all prizes in lotteries afterwards to be drawn, the managers
 of the Medical College Lottery, which is the lottery in question, petitioned the general assembly to be re-
 lieved from this tax. The subject was referred to a committee of the senate, who reported in detail the
 facts connected with this lottery, and recommended that the prayer of the petitioner should not be grant-
 ed. This report will be found in the printed journal of the votes and proceedings of the senate of the
 session above mentioned, page 46 and 47, to which your committee beg leave to refer. The senate sanc-
 tioned the report of the committee, and a law was passed authorising the lottery in question to be drawn,
 but subject to the payment of the five per cent, and requiring the managers, under a penalty specified in
 the law, to give bond for the payment of the tax before the lottery commenced drawing.

Your committee presume that as this law fully authorised the drawing of the lottery, no doubt could
 exist as to the validity of contract in relation to it made afterwards. It appears by the testimony before the
 committee, that after the drawing was thus authorised, and before a bond had been given by the man-
 agers to secure the payment of the tax, as the law required, the purchaser announced in the public papers
 that the drawing would take place on a certain day named in his advertisement. As the drawing, before
 the bond of the managers was given, would have been in open violation of an existing law of the state, and
 would moreover have subjected the managers to a criminal prosecution, they very properly interposed, and
 resolved that the drawing should not take place until the conditions prescribed by the law were fully com-
 plied with. Some difficulty arose between them and the purchasers, as to the payment of the five per cent,
 which had been imposed after the lottery in question was sold by the managers; they contending that
 the tax should fall on the purchaser; and he insisting that he ought not to be required by them to
 pay it. But the managers, having determined that the lottery should not be drawn in violation of the
 law, and also that they would not give their bond to the state unless the purchaser gave bond and secu-
 rity to them for the payment of the tax, and having communicated this determination to the purchaser,
 he finally agreed to the terms proposed by them, and on the same day on which the bond to the state
 was executed by the managers, he gave his bond to them with security, conditioned for the payment of
 the whole tax into the United States Branch Bank at Baltimore, within fifty days after the drawing of
 the lottery should be completed; that is, ten days before the tax to the state would become due from the
 manager, under the law authorising the lottery. A copy of this bond is herewith reported, and the ori-
 ginal paper has been before the committee and inspected by them. At the time of the execution of
 these bonds, the managers pledged themselves to use all fair and proper means to procure from the le-
 gislature a remission of this tax, but it was distinctly understood that if the tax should not be released it
 was to be paid by the purchaser, and not by the managers

It further appears to your committee, from the testimony of Doctor Davidge, that before these bonds
 were executed, and when the purchaser was objecting to the payment of the tax, the managers offered
 to return him the notes he had given for the purchase money, and to take the lottery off his hands. This
 proposition, it seems, he did not think proper to accept, and preferred giving the bond herein before
 stated. It is true, that on this part of the case, there is some difference in the testimony. But without
 meaning the slightest imputation on the rest of the witnesses, the committee rely on the facts stated in
 the deposition of Doctor Davidge. 1st Because he was the president of the board of managers, and
 appears to have taken on that account a more active concern in this business than any of the other ma-
 nagers, and is therefore more likely to have the facts distinctly impressed on his memory. And 2d be-
 cause the circumstance that other persons equally respectable do not remember a particular fact, is ne-
 ver considered as any ground for supposing that a witness is mistaken when he deposes positively to the
 existence of that fact.

The standing of Doctor Davidge gives to your committee a sufficient assurance that the offer
 was made to the purchaser as stated in his deposition, and that the purchaser preferred the pay-
 ment of the tax to the rescinding of his contract, because he distinctly and positively swears to
 both of these facts. It will be remembered, that the scheme of the lottery purported to raise the
 sum of thirty thousand dollars, and it was bought for seven thousand five hundred dollars. It fur-
 ther appears, that the tax not being paid into the treasury according to the condition of the bond giv-
 en by the managers, suits have been instituted against them, and judgments obtained; but no suit was
 brought on the bond of the purchaser. When, however, the petition presented, on the part of the ma-
 nagers at the present session, praying a release of the tax, had been prepared and signed by the managers,
 it seems to have been supposed a favourable opportunity to compel the purchaser to do them justice.
 They accordingly determined, that it should not be forwarded to the legislature until the purchaser
 agreed to confess a judgment to them on his bond, satisfactory security that the money should
 be paid in case the tax was not released, and the petition was left in the hands of Peter Hoffman, Esq. to
 make this arrangement. He accordingly had an interview with one of the securities of the purchase,