

A. I did.

Q. Had you any conversation with Mr. Williams on the subject?

A. I had conversations with him, and I gave an opinion on the subject. The conversations were partly as to the title, and partly as to the contract under which the property was purchased. That was after Dr. Rush's death. I think I did not examine the papers till after his death. The contract was what is called a unilateral one. It was signed by the vendor, but not by the vendee, or by any one for him. I told Mr. Williams that I did not think the contract was binding on him, and that the executor could not carry it out without the consent of the residuary legatees. He said that made no difference, he would then select the lot by virtue of the power of selection given him by the will. The opinion I gave was adverse to the title in this respect, viz.: that though a good paper title was shown to Mrs. Helmuth, who had died seized of the lot, yet as she had died within then five years past, it was subject to the lien of her debts. That it was not such a title as an executor or trustee ought to take; that Mrs. Helmuth's executors had settled no account, and there was of course some risk, the amount of which I could not measure. That was the last professional connection I had with the matter. I sent my opinion to Mr. Williams.

(Mr. Rawle here calls for the production of Mr. Wharton's opinion of June 10th, 1869.)

Q. Please state whether Mr. Williams was present at the meeting of the Directors on the 3d of June, 1869, and if so, what took place.

A. He was present and laid a copy of the will on the table. He made some statements in reference to the property and to the other matters connected with it. He desired that the Library Company should take immediate action in accepting the bequest. He said that they had a right to do so at once. Among other reasons assigned why we should act at once was, that there was a good deal of