

A. As far as I know, there never was at any time any attempt to dictate to or resist Mr. Williams, but always, among the Directors, a wish to conciliate him. I never heard or knew of any desire or attempt on the part of anybody to obtain control of Dr. Rush's estate. I never heard, at any meeting of the Directors, of the members, or of any Committee of either, any objection to Mr. Williams' course, or proposed course, except on the single ground of the choice of the lot. In every other respect, I know that the Directors were anxious that Mr. Williams should act according to his own judgment and the wishes of Dr. Rush.

Q. Referring to page 26 of Mr. Williams' Answer, in which he says, "By their acceptance on the twenty-fifth of May, 1870, of the said Act of Assembly, the complainants distinctly elected, as they allege, 'not to allow their collection of books to be removed to the building to be erected by the defendant, if placed on the proposed site,' and this election, so far as appears from the averments in the bill, was made in the belief that I was acting in strict accordance with the directions of the will, for they aver no knowledge until the receipt of my letter of the 30th December, 1870, of my having made any (supposed to be) disqualifying promise;" please state your knowledge and recollection as to this.

A. Mr. Williams, from the beginning, stated that he had promised Dr. Rush to put the building on this lot; but the first time that he ever stated that he considered the promise as binding as an oath was in his letter of December 30, 1870.

Q. Please state whether he mentioned his promise to Dr. Rush at the first meeting of the Directors.

A. I think he did; he certainly did at the second.

Q. Did he mention it at the meeting of the stockholders on the 29th of June?

A. I was not present.

Q. Do you remember any statement being made by Mr. Williams, at the last meeting of the Directors at which he

