

tion given by the will, and to this subject a part of the report was directed, which report was read in the presence of Mr. Williams at the next meeting.

(Objected to as embodying an inference and expression of opinion of the witness drawn from conversations, and not being a statement of words or their substance. Also as not being responsive to the question.)

Q. Please state what Mr. Williams said as to any such promise.

A. The substance of what he said was (I cannot give the exact words), that he considered himself bound by his promise to the testator to put the Library building upon the lot at Broad and Christian Streets.

Q. Did any, and what, discussion then or subsequently, and when, take place in his presence as to the legal effect of such a promise?

A. There were doubts expressed as to whether the effect of such a promise, if binding, made within a calendar month of Dr. Rush's death, would not be invalid, and perhaps affect the whole bequest considered as a charitable one, so as to let in the next of kin of the testator. This, I know, was in Mr. Williams' hearing, or under such circumstances that he must have heard. There was no formal expression of opinion on the subject by any member of the Board, but I distinctly remember it was one of the points on which the opinion of counsel was desired. This was all at the first or second meeting at which Mr. Williams was present, and in particular the expressions of doubt as to the validity of the promise and its effect, were at the second meeting.

Q. Was anything said as to whether this promise had disqualified him from selecting this site himself?

A. A doubt was expressed on that point, and it was also a subject discussed with counsel. I do not positively recollect that it was discussed with Mr. Williams.

Q. You have already referred to the purchase by the complainants of the lot at the corner of Juniper and Locust

