

versation which then took place, in which he was urging upon the Directors immediate acceptance of Dr. Rush's bequest, and I recollect no words or substance of words used by him which required any response.

(Objected to as irresponsible.)

I wish to add this: In the sense in which you are using the word *response* in your question, I cannot answer that question otherwise. There was nothing said on that subject that I remember.

Q. You examined the agreement for the purchase of the Broad and Christian Street lot as counsel in that matter for the estate?

A. I cannot say that I did.

Q. You examined it in connection with the title papers which were so submitted to you?

A. I did.

Q. It appeared therein that \$1000 had been paid on account of the purchase?

A. Yes.

Q. And the estate would have been liable in damages for a breach of the contract?

A. It would. All of which damages I believe the residuary legatees would have paid rather than take the lot.

December 22, 1871.

Mr. Wharton re-examined.

Q. You have testified to an interview between yourself and Mr. Williams in the month of May, 1869, at which the latter mentioned to you that Dr. Rush intended to endow the Library Company with the bulk of his fortune, and that you understood that such endowment was intended for the purchase of books. Please state what were the grounds of such a conclusion on your part.

