

Mr. Alexander. That is not evidence.

Mr. Gordon. What, the grantees themselves would be evidence.

Mr. White. What the assignees said, not what the grantees said.

Mr. Gordon. I had confounded the two; I understood the assignees to be meant.

Mr. Blakistone. The gentleman is so entirely technical that I will not press the question.

Question. [To Witness.] Did you, at the time of the assignment, stipulate with the assignees that this grant should be faithfully carried out, and the books for subscriptions of stock should be opened—in fact, that the parties should comply with the terms of the grant?—at the time of the assignment or at any subsequent time?

Answer. Of course; I could have had nothing to do with an ordinance that was not to be carried out in good faith.

Question. Did these parties carry out that ordinance?

Answer. I believe that, with the exception of the 7th section, which refers to the opening of the books, the ordinance in every respect was carried out.

Question. At the time you applied for this grant, did you, or not, feel that it was your duty, under that ordinance, to open the books?

Answer. We did open them.

Question. You opened them?

Answer. We did.

Question. You mean that the grantees opened them?

Answer. Yes, sir.

Question. Subsequent to the assignment?

Answer. Yes, sir.

Question. Had you, or not, any consultation with Mr. Brock, or with any of the assignees, with regard to opening the books?

Answer. I do not remember any distinct interview with them upon that subject. But as the counsel, Mr. Campbell, stated last night, Mr. Brock and his co-assignees, under their advice, declined to open the books.

Question. I want to know from you whether you talked with Mr. Brock, and whether you did not insist yourself, as one of the grantees, that those books should be opened?

Answer. I did.

Question. And did or did not Mr. Brock decline to do so, long before the books were opened?

Answer. I do not think it was long before the books were opened.

Question. Did not he claim that he was the sole purchaser of this franchise—he and his assignees?

Answer. He did not—not to me.

Question. He acted so at all events. By what authority did you assume to open these books afterwards?

Answer. It was a part of the ordinance; and as I said before, there was no part of the ordinance that I did not intend to carry out in good faith; and if there were any rights to be obtained by parties who chose to subscribe under that 7th section, I desired to give them the opportunity.

By *Mr. Gordon.* Question. I understand you to say that, so far as you yourself were concerned, your understanding was that there was no consideration paid by these gentlemen for this assignment!

Answer. I consider that that assignment was a valid assignment.

Question. I am asking you about the consideration paid for it.

Answer. I spoke of a consideration of \$500 having been received by me. But I did not consider that at all as purchase money of this grant.

Question. Then your understanding of the matter was that these gentlemen simply took your place, except that you were to perform the duty assigned to you in the ordinance of opening the books?