

Question. Do I understand you to say that the four other grantees went before the City Council, drafted and introduced the bill, and undertook to get it passed, knowing that you had no capital of your own, simply for the purpose of giving it away to a foreign corporation to be built?

Answer. No, sir; I did not say so. I said we were assured when we permitted our names to go into that ordinance, that we could associate Philadelphia capital amply sufficient to build that road.

Question. You say there was a bond required of the assignees; was it drawn and executed?

Answer. It was.

Question. Where was it deposited?

Answer. It was handed by my colleague, Mr. Travers, to Mr. Sewell for safe-keeping, and deposited, as I understood, in the Commercial and Farmers' Bank.

Question. Did you see the Bond?

Answer. I saw it on the table; I did not read it, because my friend Travers was present and I had confidence in him and presumed it was all right.

Question. At the time of that assignment or thereafter, was it ever understood or expected by you that you would reap any benefit either directly or indirectly from that assignment or the passage of that ordinance?

Answer. No, sir, never was.

Question. You considered you were paid when you got the \$500 from Brock?

Answer. I considered I was paid when he gave the guaranty.

Question. Did the grantees ever proceed in the city of Baltimore to open books of subscription?

Answer. They did; we insisted upon it within the prescribed time. I called on the assignees and insisted that the ordinance should be carried out. The gentlemen refused to do so. In the mean time Mayor Swann had addressed us some communication calling our attention to the ordinance—that section of it—fearing that it would not be carried out. We assured him that it would be, and we told the assignees that we were determined to carry that ordinance into effect, and in pursuance of the very language of the ordinance, we gave notice and opened the books, and kept them open five days.

Question. On what authority did you, after having made a full assignment of the grant, proceed to open the books?

Answer. We did not consider we had made an assignment of the grant—merely of the monetary principle of the grant—and that we were bound to carry that ordinance out; and the association of those gentlemen we regarded as part and parcel of ourselves; they having refused to do it we insisted on doing it, there is where we were at issue with the assignees and the amicable relations were disturbed.

Question. State whether or not you considered that refusal on the part of the assignees made in good or bad faith?

Answer. I think it was made in bad faith to us, and involved us in a great deal of difficulty. We were expected to carry out this ordinance throughout, and it was a source of great annoyance to us. However, we felt our line of duty to be clear, to carry out the letter of that ordinance, and so advertised, in the very language of the ordinance, and so carried it out, and we were desirous that all the benefit that might be derived from it should inure to the parties who might subscribe.

Question. I understood you to say just now that you considered in that assignment that you only assigned the monetary interest?

Answer. What I meant by that was, that whatever profits might arise it belonged to them, we claimed none of it.