

Question. What other interest did you consider in it ?

Answer. I considered that the execution of the ordinance involved great interest to us, and we were responsible to the community and the law for the faithful execution of it.

Question. Do I understand that you reserved to yourselves the responsibility of the faithful execution of it, giving the monetary benefit to the parties from Philadelphia, without any consideration at all ?

Answer. I thought I had answered ; I simply say whatever profits might inure from the working of this road were to go to the assignees ; we claimed none of it.

Question. You drew a distinction between the monetary rights in the grant and the obligations of good faith between you and the community ?

Answer. I think rather the counsel makes the distinction.

Question. You said there was a difference, what is it ?

Answer. I only wished to be understood thus : that we had no interest in the ordinance further than to carry it out faithfully into execution, after we had assigned.

Question. If you had in truth and fact assigned the ordinance, on what ground did you stand to carry it into execution ?

Answer. Because we had given bonds in \$100,000 so to do.

Question. But if you had actually assigned it, where was your right to interfere with Brock & Co. ?

Answer. We never assigned that part of the bond, and never intended to do so.

Question. Then I understand you were in this position : You assigned the monetary part and not the obligation, that rested upon you as between you and the community to carry out the ordinance in good faith ?

Answer. Yes, sir ; in other words, gentlemen, we considered this a valid transfer provided the ordinance was valid.

Question. Had you or not any connection with Brock & Co. at this time ?

Answer. Not the slightest.

Question. Have all the provisions of that ordinance been faithfully carried out by the assignees ?

Answer. I believe it is an acceptable work so far as it has met fully the expectations of the public.

By Mr. *Alexander*. And of yourselves ?

Answer. Yes, sir.

The *Chairman*. Is not that rather dictating ?

Mr. *Alexander*. I think it is, but the counsel interrupted the witness after getting half the answer.

*Witness*. So far as I know the assignees have built, I believe, the best constructed road, and appointed it better than any now in the United States.

Question. Did you say just now that they had carried it out to the satisfaction of the grantees ?

Answer. The building of the road ?—yes, sir.

Question. The provisions of the ordinance ?

Answer. No, sir ; I say and have always said that we made this transfer in good faith, and that in return good faith should have been exercised by the assignees in carrying out the ordinance. They alleged to us that it was illegal ; but whether it was or not, it was the letter of the ordinance that we desired to carry out ; and I think if it had been we would have been relieved from the pleasure of appearing before this honorable committee and these counsels.

Question. Who told you they considered the provisions of the ordinance were illegal ?

Answer. I can't exactly say ; I think Mr. Travers told me that was the ground upon which they opened the books.