But apart from this, every line in the testator's will and codicils about the charity he wished to endow was written years before his death—the greater part of it nine years before. The purchase of the lot was a mere change of investment. But for the purchase, the money which bought the lot would have gone, as part of the residue, to the Library Company. Neither money nor lot was "bequeathed, devised or conveyed in trust for religious or charitable uses" within one month prior to the death.

The effect of the appellant's contention would lead to the monstrous result that after a testator should have devised his estate to a charity, any change of investment made thirty days before his death would invalidate the prior devise. The paralysis which a dread of this would produce in the management of his estate may be well imagined. The fact as alleged in the bill is untrue, but as it is thus immaterial, the defendants were willing to rest their case upon the allegation as made.

This Supreme Court has said as to this very lot that the *executor* purchased the lot "in the exercise of *his own* deliberate judgment," the testator having himself designedly refused to run the risk of making "a new will, *lest his death within thirty days afterwards might avoid it.*" Page 279 of the opinion of the court in Williams *vs.* Library Company, 23 P. F. Smith.

And, lastly, the statute being a restriction of the power of devise, the case must be brought strictly within it.

In Schultz's Appeal, 30 P. F. Smith, 396, the testator devised his estate unconditionally to an individual, with the very intent to evade the statute, and it was held that, the devisee not being a party to the fraud, the estate vested in him, and the case was not within the statute, though he designed to carry out the testator's verbal directions—"the bequest was not *within the words* of the statute."