

"5. The clauses of the said will alleged to be contrary to morality are merely directory, and do not compel the purchase or preservation of any book whatever; nor can it be assumed that it was the intention of the testator to preserve illegal publications, and the purchasing of none other can be held to be a violation of law."

The testator's suggestions, viz. (first codicil, clause V.):—"I do not wish that any work should be excluded from the Library on account of its difference from the ordinary or conventional opinions on the subjects of science, government, theology, morals or medicine, provided it contains neither ribaldry nor indecency. Temperate, sincere and intelligent inquiry and discussion are only to be dreaded by the advocates of error," are, at the utmost, directory.

Mr. Girard went further, and made it a "restriction and condition" of his bequest for his college that "no ecclesiastic, missionary or minister of any sect whatsoever" should ever be admitted within the college, even as a visitor. The objection that this restriction was hostile to the Christian religion, and therefore void, was thoroughly considered in *Vidal vs. Girard's Executors*, 2 Howard, 128, where it was held that the restriction contained "nothing inconsistent with the Christian religion, or opposed to any known policy of the State of Pennsylvania."

It was obviously held in *Zeisweiss vs. James*, 13 P. F. Smith, 465, that a devise to "the Infidel Society in Philadelphia," implied "an association of infidels or unbelievers for the purpose of propagating infidelity, or a denial of the doctrines and obligations of revealed religion, * * * a hall dedicated in perpetuity for the free discussion of religion, politics, &c., under the direction and administration of a society of infidels," and, therefore, was not a charity. No strained construction can torture such a meaning out of this testator's language, and the plaintiff's

