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.

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."

The Supreme Court has, as to this very will, decided (Williams *vs.* Library Company, 23 P. F. Smith, 249) 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;" opinion of the Court, page 279.

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"8. If the objects for which said purchase was made were or are void, the property would, under the said statute, become part of the testator's residuary estate, to the exclusion of the complainant."

That is to say, supposing the purchase of the lot were "a conveyance in trust for charitable uses" within the statute, yet the latter expressly declares that—

"All dispositions of property contrary hereto shall be void, and go to the *residuary legatee or devisee*, next of kin or heirs according to law."