

because when the building should be tendered they might decline it, and then it was to become the Ridgway Library.

Now in such circumstances what haste was ever more indecent than the rush to Harrisburg to get from a pliant legislature the scandalous act of Assembly of 25th February, 1870? An act which virtually repeals Dr. Rush's will and authorizes such judicial changes of the plaintiffs' charter as may be necessary to "carry into effect the conditions and provisions of the said will and codicils *in accordance with the directions of this act.*"

Then came the resolution of 10 Dec. 1870, notifying Mr. Williams that the Company is now ready to undertake the performance of their duties as trustees of the Ridgway branch of the Library. "*Now ready,*" before a spade is put into the ground—before the plan of building is drawn upon paper—they were now ready to undertake the performance of "*their duties.*" Pray, gentlemen, when, where, how had it become your duty to execute Dr. Rush's will? If this was not a piece of most ridiculous superserviceableness, it was worse, for it was a deliberate and malicious assault upon Dr. Rush's rights of property.

I pass by all the little acts of unkindness and petty annoyances to which these people subjected Mr. Williams, to say that this attempt to overthrow the will of their benefactor, culminating in this injunction suit, brings the plaintiffs within the spirit and purview of the 25th section of the 1st codicil. The words of that clause, "the said Library Company," originally intended for the plaintiffs, whom Dr. Rush trusted too confidingly, may be construed to mean the Ridgway Library, and then the plaintiffs have brought themselves, by their ill conduct, under the malediction of that clause. In other words, they have forfeited, by their persistent opposition to the will, all rights under it, and, happen what may, no part of Dr. Rush's estate ought, and I believe no part ever will go into their coffers.

GEORGE W. WOODWARD,
of Counsel for Appellant.

