

exercise his judgment, independently of his promise, in the selection of a lot, and that he believes he has done so. The learned Judge who heard the cause says: "He thinks "he exercised the power and discharged the trust under "the written will alone, wholly uninfluenced by his promise. The well known integrity and high moral character "of the defendant do not permit me to doubt that he himself thinks so." It is contended, by the Master, however:—

"It is impossible for any man, however cool and unimpassioned he may be, to know exactly how far his judgment would be influenced by a promise so solemnly given "as that given by the respondent."

No one asserts that Mr. Williams has been actuated by improper motives, or that he has wasted or mismanaged the estate intrusted to him. A decree has been made, not that he be enjoined from building on the lot he has chosen, and that he shall select another, but that he be deprived of all right of selection, in favor of a Master, to be appointed by the court.

The Library Company, at whose instance this decree has been obtained, though possessing no legal right to accept anything under the will until after the completion of the building, ought to have shown that during the four years which have elapsed they have done every thing in their power to manifest their ultimate intention to do this frankly and without reservation; but, so far as they have acted at all, they have manifested an intention not to accept, unless the selection of a lot, the erection of a building, and the setting apart of a reserve fund shall all be in consonance with their views.

The non-acceptance of the bequest would render necessary a very great change in the building and plans to be adopted by Mr. Williams. He therefore desired an early expression of their views and opinions, that he might pro-