

him to know that he exercises his judgment in his selection of the site, or to testify as to the reasons which led him to his conclusions.

2. That his promise, once made, so affected his mental faculties, that it was impossible for him thereafter, though advised it was his legal duty to select a site—a duty he desired to perform—to possess or exercise any judgment as to the matter.

3. That, though, from the time the power vested—advised as to his duty and anxious to perform it—he did everything he could to exercise, uninfluenced by his promise, the best judgment he possessed, and though he selected a site which he honestly believed to be most suitable for the purposes contemplated by the will, yet the Library Company are entitled to demand of him the possession and exercise of a better discretion, and to insist upon his removal because of its absence.

Third. Equity will only interfere with the exercise of a power where there is *mala-fides*, either in refusing to act at all, or in acting with an intention or purpose to accomplish some object or end, not contemplated by the power. There is no precedent for interference in a case like the present.

Fourth. The proper remedy, if it had been proven that Mr. Williams, though honestly believing he was exercising his own judgment, had selected an improper site because he was insensibly influenced by his promise, would have been, to enjoin him from building thereon, and to order him to select another. The decree which prohibits him from making choice not alone of that site, but of all others, is without precedent.

Fifth. The objections, moral and legal, against the interference prayed for, are infinitely stronger than any reasons which have been, or can be, advanced in its favor.