

cumstances under which it was made, in words which negative the idea that he deemed it a crime.

"He gave it," says he, "sitting by the bedside of his dying friend and brother, recognizing the doctor's right to control his own property, wishing to relieve his mind from all doubt upon the subject that troubled him. His promise was demanded of a brother-in-law to whom he was about to entrust more than a million of dollars. I say, about to entrust, for there was as yet time for him to revoke the will and all of its trusts. He was unwilling to pass all his vast estate into the hands of the defendant upon the implied assurance that the Library building would be located upon the lot which he had purchased for its site."

Mr. Williams' promise was given to one who had a right to exact it. At the time, he did not know that the Doctor would not render it legally binding, by a revocation of his will. When it was made, no one had a right to object. It was not then wrong to give it. As Doctor Rush's death rendered it impossible for him to render the promise obligatory in law, he, Mr. Williams, recognizes the legal consequences of the failure, and asserts that he has not acted in pursuance of his promise, and that he would not, under the advice given as to his having no right to do so, but that he would rather resign than violate his duty by keeping it.

Mr. Williams gave the promise understandingly, not with a view to commit a fraud upon the power to select the most suitable site, but because he then believed that he could best execute it, by building on the lot selected, which, in his opinion, was the "most expedient." His judgment in its favor has been deliberately formed, after most anxious inquiry. It accorded with that of Dr. Rush, and he then believed that the beneficiaries, who had been previously consulted, were agreed.

By such a promise, so given, he can hardly have subjected himself to legal penalties.

