

and ranged thereon. And Whereas by an Instrument of two skins of Parchment bearing date the eighth day of March, One thousand seven hundred and forty five the said Testator made signed & sealed a Settlement for the use of his Library by which Instrument he gave sundry Ground rents in the City of Philadelphia yearly payable for the support and maintenance of the said Library, the paying a yearly salary to a Librarian and for the increase of the Books thereof and keeping the House wherein the said Library was to be placed continually clean and in repair. And by which Instrument the said Testator in an ample manner expressed and declared the Trusts upon which he granted the said Library and Appurtenances and prescribed rules concerning the same. But thinking fit afterwards to change the fund therein appointed for the maintenance of his said Library, and to appoint in place thereof that fund which arises out of the said five hundred & ninety six acres mentioned and excepted as aforesaid in his said Will, and intending to change the Trusts mentioned in the said Instrument, He the said Testator cancelled the said Instrument by cutting off from the same his subscription and seal, and the subscriptions and seals of the Trustees therein mentioned as by the said Instrument so cancelled may appear. And although the cancelling of a Conveyance does not generally make it void, yet as that Conveyance was not founded on the statute of Uses, and therefore wanted Livery of Seizin of the Ground and Attornment for the Rents to make them pass out of the Testator and never was perfected by those ceremonies, the cancelling was a sufficient indication that he the said Testator never intended to perfect them, and till then he remained vested with those Estates thereby intended to be granted. And by the last clause of the said Instrument the estates thereby granted were under such further trusts and confidence and subject to such alterations as the said Testator by any future writing to be signed and sealed in presence of two or more credible witnesses should at any time thereafter think fit to declare. And the said Testator by his last Will and Testament did otherwise dispose of the Rents therein mentioned and appointed other Rents more valuable certain and growing by these presents granted or intended to be granted in the place thereof. And Whereas by the Testator's said last Will it appears that he was then about making another Settlement of his said Library with the fund mentioned in his said last Will in the place of the former Settlement so cancelled by him as aforesaid in the draught of which new Settlement he had gone a considerable length, but while he was so preparing the said draught he was seized with a paralytick Disorder so that he did not compleat the said draught, nor execute a new Settlement agreeable thereto. Which Draught so far as the said Testator had prepared and wrote it, recites, that he had collected a considerable number of Greek, Latin & English Books, with some in the Oriental, French and Italian Languages mostly for his own use, through a laudable desire of promoting useful knowledge, had caused a Room to be built for their reception on a certain square of lots between Chestnut street and Walnut street and between the sixth & seventh streets from the River Delaware in the said City of Philadelphia, a part of which square he had appropriated for the use of the said Library and intended for the use of the public according to certain Instructions directed to his Librarian and that it