

## DEFENDANT'S EXCEPTIONS.

1. The Master has erred in reporting, on page 52, that in the letter of 30 Dec'r, 1870, from Mr. Williams to Dr. Willing, "he expresses the determination to build on the lot at Broad "and Christian Streets, and 'nowhere else,' according to his "promise given to Dr. Rush;" for the letter expresses no determination to build there "according to his promise." It only argues that he (Mr. Williams) ought not *voluntarily* to violate such a promise, in opposition to his own deliberate judgment that the site he had selected was best, merely to gratify the wishes of shareholders who had refused to express their gratitude for the gift they had accepted.

2. The Master has erred in reporting, on page 57, as untenable, the first reason assigned for respondent's demurrer.

3. The Master has erred in reporting, as untenable, the second reason, with supporting arguments, assigned for respondent's demurrer.

4. The Master has erred in reporting, on page 58, that "complainants have done what they could" so far as their doings concern the performance of their duty towards the estate of Dr. Rush.

5. The Master has erred in reporting, on page 59, that the Act of 23 Feb'y, 1870, is such an act as was contemplated by the testator.

6. The Master has erred in reporting, on page 59, that there is nothing in Dr. Rush's will, which makes inconsistent with the trust, the provisions of the Act of Assembly declaring that their (complainants) own property shall remain "under their entire and exclusive control and disposition."

