

most absolute discretion in the choice of the lot for the building. I am confident a court of equity will not control you in that choice, especially if you choose in harmony with the wishes of the testator verbally expressed. A court of equity does not interfere with a discretion reposed, except in cases of clear abuse, where the court can conclude that the donee of a power is acting in fraud of it. But when, as in your case, the trustee acts in accordance with his own best judgment, and, in so doing, follows the positive directions of the testator, it would be altogether unprecedented for a court to interfere and substitute its discretion for that invoked by the will. The only objection now made to the lot at Christian and Carpenter is, so far as I know, that it is remote from the situation which the Library Company thinks most suitable. It was not their judgment, however, upon which Dr. Rush relied, and it is by no means certain that the lot will not prove within a few years more conveniently located than any other. The Institution is intended to be lasting, designated not merely for the present, but for the future.

I am, very respectfully, yours,

W. STRONG.

June 15, 1869.

Since writing the above, I have seen the contract for the lot between Christian and Carpenter Streets, and, in view of it, I repeat what I said above. I am of opinion that it is your duty to complete the purchase.

W. STRONG.

June 16, 1869.

EXHIBIT No. 24.

*Mr. Williams to Dr. Norris.*

MY DEAR DOCTOR:—

I address this note to you as the oldest of the Directors of the Library, because I do not intend to be present at your meeting on Thursday next, nor to take any part in inducing

