

the Library Company would fairly comply with Dr. Rush's intentions in retaining the mass of their books in their present building or in some other building to be erected by them convenient and easily accessible to the stockholders, it is obvious that the location of the building to be erected under Dr. Rush's will enters vitally into the question of acceptance or refusal.

Until that point is settled it seems premature for the stockholders to discuss the question.

The Committee are free to say that they regard the lot at the corner of Broad and Christian Streets as an ineligible site for the Library; and that if the building should be erected on this lot it would be a matter for very grave consideration of the stockholders whether they should accept—the more especially as they are debarred by the will from issuing new shares, and their endowment appears limited to the annuity fund.

In this connection another point has pressed itself on the consideration of the Committee. If they are

In the hand- rightly informed, Dr. Rush contracted for the
writing of Mr. purchase of the lot of ground at the corner
F. B. Vogel. of Broad and Christian Streets, within one
month of his decease, and obtained from Mr.

Williams, as his then intended executor, a promise of some kind that he would erect the projected Library Building on that lot. This purchase was a verbal one, and the Committee think that not only is the Executor not bound by it, but that he cannot lawfully carry it into effect without the consent of the residuary devisees. But they understand that Mr. Williams, influenced by his promise, intends to select this lot under the power given to him by the second paragraph of the second codicil, by which he is authorized "under a broad and thoughtful foresight, to increase the size of the lot (to be purchased) and select any situation he may deem most expedient, without any regard to any provision of my will or codicils." The limit of position originally fixed had been between Fourth and Fifteenth