If the bill meant to allege that the Library Company had no funds of its own, this should have been averred in the bill, and can not now be assumed to sustain the point made, as it is essential to that point. Moreover, the testator himself (first codicil, clause IV., record, page 65) expressly refers to the funds of the Library Company.

That the plaintiff is concluded by this is evident, as the will itself declares that the fund thus set apart for annuities is sufficient to support the library when built.

Moreover, the chief object of the devise was not to found a new charity, but to enlarge the scope of one already in existence.

6. Even if parts of the testator's schemes are impracticable, this will not defeat the scheme as a whole.

This was settled by this Court under Girard's will in The City *vs.* Girard's Heirs, 9 Wright, 9, where it was said :—

" Possibly some of the directions given for the management of this charity are very unreasonable and even impracticable; but this does not annul the gift. The rule of equity on this subject seems to be clear, that when a definite charity is created, the failure of the particular mode in which it is to be effectuated does not destroy the charity. For equity will substitute another mode, so that the substituted intention shall not depend on the insufficiency of the normal intention * * * * and this is the doctrine of *cy pres*, so far as it has been expressly adopted by us. * * The meaning of the doctrine, as received by us, is that when a definite function or duty is to be performed, and it can not be done in exact conformity with the scheme of the person or persons who have provided for it, it must be performed with as close *approximation* to that scheme as reasonably practicable; and so, of course, it must be enforced."