

which purposes the sums to be set apart to secure the legacies and annuities given by my said will and testament will be sufficient, I hereby authorize and direct my said executor to expend the whole remainder of my estate in the purchase of a lot and the erection of the Library building, construction of book-cases, &c., leaving the said company only an income sufficient to defray the ordinary and strictly appropriate expenses of such an institution."

If, indeed, the testator thought only of that particular institution, "The Library Company of Philadelphia"—as to which he knew, first, that they already had a library, and second, that they had funds of their own—then the clause in question might possibly require a strict construction which would compel the sacrifice of the secondary intent in order that the primary intent might be supported.

But there is no necessity for this, for, secondly, the testator also viewed the contingency that the Library Company might *not* accept, and he guarded against this by providing for another and a separate institution, "The Ridgway Library," and the clause in question must be considered as applicable also to this contingency. Now he starts the clause by his express desire that the devisee *shall* have an income sufficient to provide for the legitimate increase of the library and current expenses, for such is the only construction of the words he uses:—

"Now as I do not desire that the Library Company shall have an income greater than is required to provide for the legitimate increase of the library and their current expenses."

The idea is repeated in the closing lines of the clause:—

"Leaving [that is to say, "so as so leave"] the said company only an income sufficient to defray the ordinary and strictly appropriate expenses of such an institution."

This, which is perfect sense, is sought to be reduced to nonsense by a strict construction of the phrase which comes between, and which, it must be borne in mind, contains,