

that were it otherwise, they are incompetent in law to act as trustees under said alleged Will and Codicils.

VII.—And your orator further shews, that the said James Rush, in the first so-called Codicil to his alleged Will, provided for the contingency of a refusal by the said Library Company to accept the alleged devise, in the manner and in the words following, to wit:—

“If the Library Company should omit or decline to accept
“my residuary estate, on the terms and conditions in my Will
“and Codicils contained, or fail to comply with any of the pre-
“liminary stipulations and directions therein mentioned, then
“I give and devise the whole residue of my estate, real and
“personal, whatsoever and wheresoever the same may be, after
“paying and securing all annuities, bequests, legacies and de-
“vises, other than those to the said Library Company, in this
“or any future Codicil contained, unto Henry J. Williams, my
“executor, in my said last Will named, his heirs, executors
“and administrators, in trust therewith, to found and endow a
“public library, entirely distinct from, and independent of,
“‘The Philadelphia Library Company,’ to be named and called
“the ‘Ridgway Library,’ under the rules, regulations, con-
“ditions and stipulations in my said last Will and the Codicils
“thereto expressed and contained.”

VIII.—And your orator further shows that it is impossible to carry out and execute the aforesaid attempted devise for the foundation of the Ridgway Library, for the following, among other reasons, that whilst the said alleged first Codicil left some residue, after the completion of the building, for the purchase of books, by directing:—“that the greater part of the estate may be spent in completing the new library building,” the so-called additional Codicil (executed upwards of eleven months after the first), took the residue entirely away, and left no funds whatever for the foundation of a library, as appears

