

in the words following, to wit:—"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 a library
"building, construction of book cases, etc., leaving the said
"Company only an income sufficient to defray the *ordinary and*
"*strictly appropriate expenses* of such an institution."

And your orator shows that as "*the whole remainder of the estate*" has been thus required to be expended in the lot, building, and book-cases, before the conveyance thereof to the said Library Company, and as no fund has been provided for the foundation of the Ridgway Library, in said building, the whole scheme of the said James Rush has become, and is, inoperative and impracticable, and it is impossible to carry out the same.

And your orator charges that for this reason the said lot and building, and the contents thereof, and said residue of said estate, have become and are the property of your orator and the other heirs-at-law of the said James Rush, deceased, and that the said Henry J. Williams is seised thereof to their use.

IX.—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, as set forth in paragraph VII, of this bill, for the additional reason, that, as appears by the extract from said alleged first Codicil (already quoted in said VIIth paragraph), in the event of the non-acceptance, by said "Library Company of Philadelphia," of said attempted devise, then "*the whole residue* of the estate, real and personal, 'is devised' "*unto Henry J. Williams*, the executor, * * his heirs, "executors and administrators, in trust therewith, to found and "endow a public library * * to be named * * the "Ridgway Library, under the rules, regulations, conditions "and stipulations in said last Will, and the Codicils thereto, "expressed and contained."

And your orator avers that said scheme is wholly impracti-