

cases to be for the use of "The Library Company of Philadelphia."

And your orator avers that said alleged Codicil (if valid) is a revocation of the writings dated the twenty-sixth day of February, A. D. 1860, and May 16, 1866, alleged to be the Will and Codicil of Dr. James Rush, deceased. That no disposition is made in said alleged Codicil of April 18, 1867, of the estate of said decedent, nor any expression given of the will of said decedent, in case the said "The Library Company of Philadelphia" should not accept the same.

And your orator avers that, there being no intention expressed in said writing of April 18, 1867, as to the effect of a failure of the scheme sought to be established in said alleged Will, and no disposition having been made of the estate, whereof he, the said Dr. James Rush, died seised, in the event of "The Library Company of Philadelphia" not accepting the same upon the terms and conditions in said writings expressed, upon the non-acceptance of said devise by said Library Company, and for the reasons hereinbefore stated among others, the said estate of the said Dr. James Rush hath become, and is, vested in your orator and others, heirs-at-law of said decedent.

XII.—That within one calendar month, prior to his decease, the said Dr. James Rush purchased a lot of ground, situate on the southeast corner of Broad and Christian streets, in the City of Philadelphia, which said lot was purchased by him, and was subsequently conveyed for a charitable use, as set forth in the trusts and conditions contained in the aforesaid writings, alleged to be his last Will and Codicils.

Your orator avers that the contract for the purchase of the said lot is in the possession, and under the control of, Henry J. Williams, Esq., one of the defendants, and its exact date cannot therefore be given by your orator, and that he needs discovery thereof.

