

*"deem most expedient without regard to any provision of my Will or Codicils."**

These are the principles which the complainants seek to have enforced by the I., II., IV., and VII. prayers for relief.

The III., V., VI., prayers cannot be considered as before the master; they were not discussed before him.

The defendant denies that it is the duty of complainants, and avers that they have no right to apply to this Court for relief, and demurs to so much of the bill as charges such right and duty, and to the whole of the relief prayed for, and assigns as causes of demurrer :

"I. There has been as yet no valid acceptance of the bequests of the will. There can be no binding agreement to accept them until after the entire completion of the building. Dr. Rush gives no estate to complainants until after such completion. The alleged acceptance of the fifth of October, 1869, is not binding upon them or their successors, but is a simple expression of willingness to receive a gift, and is revocable until receipt of a conveyance.

II. None of the preliminary conditions prescribed by testator have been complied with.

a. No binding agreement to comply with these has ever been executed and delivered. This is made a condition precedent to the vesting of any estate or right.

b. The clauses (see p. 3 of this answer) which the testator ordered to be inserted in an Act of Assembly, have not been

* The will gave the whole estate to Henry J. Williams, his heirs and assigns, to be held by him for and upon the following trusts and purposes, and upon no other use, trust or purpose whatsoever. In trust, * * * In trust, to select and purchase a lot of ground not less than one hundred and fifty feet square, situate between Fourth and Fifteenth Streets, and Spruce and Race Streets, in the City of Philadelphia, and thereon to erect a fire proof building, sufficiently large to accommodate and contain all the books of the Library Company of Philadelphia, whose library is now at the corner of Fifth and Library Streets.