arising on the amounts of their respective contributions, in semi annual payments on the first of January, and July respectively, in every year &c.

And that the reimbursement of the principal of said contributed amounts, has also by the party of the first part been agreed with said persons to be secured in the manner and in the event, hereinafter stated. Then follows the form of the certificate to be issued to the contributors, and by which they were to be identified each certificate, being for the sum of $60 part of the sum of fifty thousand dollars mentioned in and secured by means of the deed of trust executed by the Washington Medical College of Baltimore on the 28th of July 1835. The said sum of $60 to be entitled to a dividend proportioned to its amount when the same shall arise payable semi annually &c. by the Treasurer for the time being of the College. The said sum of $60. to be accepted by the party to whom the certificate is issued or his assigns in discharge and extinguishment, to the extent of said sum of said deed of trust, and his claim to or interest in said deed of trust and the benefit thereof, and of said piece of ground, and premises thereby conveyed when tendered at any time after the 1st day of July 1845 by the Grantor aforesaid of said trust or their Assigns &c.

The trusts of this deed, are 1st. That the Grantor shall be allowed to hold occupy, and use the property, and receive the rents issues and profits thereof untill sold and disposed of as in said deed is afterwards mentioned. 2d. That if the dividends stipulated in the certificates to be paid, shall be in arrear, and unpaid for the space of one whole year from the dates thereof respectively, that then it shall be lawful for the Grantee to sell the property &c. and out of the money arising from said sale after satisfying and paying all arrearages of rent due on said premises pay and reimburse to said owners of said certificates the full amount of the principal monies mentioned in said certificates, and all dividends that shall then have accrued thereon and the residue if any, shall and will pay over to the Grantor in the deed or its successors or assigns.

The bill in this Case which was filed in the year 1843 avers and it is admitted by an agreement in writing that the plaintiffs (except Williams) are the holders of certificates under the deed of trust and that they contributed monies as mentioned in said deed, so as to entitle themselves to such certificates which monies were expended in the erection of buildings on the lot conveyed by the deed and that the buildings so erected have been occupied and used by the College for medical instruction, and as a hospital and Lunatic Asylum, from the year 1836 and although as appears by the answer of the College, monies have been received by it for the use of the buildings it is denied and there is no evidence establishing the contrary, that any dividends have accrued or have been declared or became payable, upon the monies advanced by the contributors, according to the true construction of the deed which as this answer insists, are payable only out of the net profits. It appears by the pleadings, proofs and admissions, that on the 9th of February 1841 Samuel K. Cummings, one of the original founders of the College and a member of the Corporation at the date of the deed of trust recovered a Judgment against the College in Baltimore County Court for the sum of $10.836.00 which Judgment

on the 28d of the same month and year was entered for the use of Edward Green to the extent of $6000 and for the use of John W. Richardson for the balance. That on the same day, a writ of fieri facias issued upon the judgment which was levied upon the property in question and that on the 27th of February 1843, Edward Green became the purchaser thereof at the sale by the Sheriff for the sum of $6500 and that a conveyance has been duly executed to him by that officer dated on the 8th day of the then succeeding month of March.

The bill prays a sale of the property upon two grounds. 1st upon the ground that the accrued dividends have not been paid within the period prescribed by the deed, and 2d because by the sale and transfer of the title to Green the Corporate body the College have become incapacitated for fulfilling the requirements of the trusts and performing the agreement and conditions under which the advances and contributions were made.

The claim to relief under the first head is not pressed and need not therefore be considered.

The answer of the College, which admits the possession and use by it of the buildings from the year 1836, as a Medical College Hospital and Lunatic Asylum states that it is still using them for those purposes and upon this statement it has been argued that the Corporation is not shown to be disabled from performing the requirements and stipulations of the deed. In the answer of Green however a different ground appears to be taken it being there stated that the buildings were used for those purposes from their completion, and up to the time of the sale to, and purchase by him. The inference from this answer is that subsequently to the purchase by Green, the buildings had not been used by the College, for the purposes contemplated by the deed.

It is not deemed necessary however to examine this question because it is very clear, that since the sale of the title of the Corporation to Green if it has retained the possession at all it must be under and in subordination to him as his tenants or by his sufferance, and that so far as the Corporation is concerned Green must be entitled to the rents and may use the buildings for any purpose he may please.

The College therefore I think are not now in a condition to perform the requirements of the deed. This being the case, the Complainants say that as the leading objects of its execution was the securing the reimbursement of the principal sums advanced by them, they are now entitled to the interposition of this Court in such form as will accomplish that object.

The trustees cannot sell because the event upon which they might exercise the power given them by the deed has not happened and now since the sale to Green cannot happen.

No dividends can accrue, and of course none can be in arrear, and the question therefore is (assuming for the present the deed to be valid) whether this Court in view of the manifest intent and meaning of the instrument will not supply those remedies without which that intent and meaning must be frustrated.

It seems now to be settled that if the purposes of a trust cannot be accomplished without the most serious delays and inconveniences,