He directed that if the devise of the rents of said rooms 7 and 8 to his son Ephraim should not take effect, they should be deemed part of the general residue of his estate, and that the Trustees should from time to time rent out said offices or rooms or allow the same to be done by the respective devisees of the rents thereof.

By the eighth clause or article a discretionary power is given to his executors or administrators c. t. a. to mortgage the City Hotel buildings furniture and chattels, on such terms as they might deem expedient, to obtain money for paying his general debts; and then to set apart such portion of the rents of the hotel part of said buildings as they might deem expedient, for reducing the principal of the mortgage, as well as paying the mortgage interest, either by way of actual payment to the mortgagees, or of a sinking fund to accumulate for the eventual extinction of the mortgage principal.

The proceeds of sales of his country seat on the Hartford turnpike (fourth clause) are also charged with the payment of these debts, in case the arrangement for the purpose in the first clause should not prove impracticable, or if money could not be procured, by mortgage as above. These two latter modes to be first availed of, if practicable.

The tenants were to be bound to keep the furniture and chattels in good condition as delivered to them, and to replace such as should be lost or destroyed or rendered useless by wear and tear, except by fire, against which risk the

Trustees were to keep the furniture and chattels insured in an amount deemed prudent, as also the said City Hotel buildings.

The period during which this leasing was to take place, and this trust to continue, was to be "so long as his said children, or any children or descendants of them, or of any of them left by them, or any of them at the death of them or any of them, shall live, it being understood that any lease made during the period aforesaid, shall have full effect and continue for its stipulated term, notwithstanding the cessation of all said lives before the end of the term."

We may observe here, though it may not be material in the examination of the questions before us, that the various provisions made for the payment of his general debts do not interfere with the trust. That is still to subsist. If a mortgage were effected, these debts by that means would be consolidated and bind the hotel property in the hands of the trustees, and the rents would be made applicable by them to the consolidated debt and its interest in the mode specified in the eighth clause, instead of in the way contemplated in the first clause or article.

By this clause the executors or administrators cum testo annexo, were to approve of the yearly rent for which the trustees were to lease the hotel part of the property (except that for the three first years to Zenas Barnum and McLaughlin.)

By the eighth article the collateral power was conferred upon them to mortgage, if they deemed it expedient, the City Hotel buildings, furniture