

lum, 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 these 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 this 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, and 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, the court will direct a sale or mortgage, though a power is only given to raise money for this purpose in a different way. Or if a will contain a direction or power to raise money out of the rents and profits of an estate, to pay debts or portions, if necessary to raise the money, the courts have held