

terest upon these sums of money, or dividends in the place of interest, but the principal sums themselves, and with regard to the mode in which the principal sums were to be paid, and the source from which the money for their payment was to arise, there is clearly no uncertainty.

The important question, therefore, as it seems to me, is, whether these plaintiffs who contributed this money, in the manner, and for the purpose stated in the deed, are to be regarded as creditors having a lien on this property, by virtue thereof, or as partners with the corporation, and, consequently, in a contestation with regard to the partnership effects, to be postponed to the claims of creditors.

Upon a careful consideration of the terms of the deed, I can find nothing in it, which places these contributors, and the corporation in the relation of partners with each other, or among themselves. It appears to me to have provided simply for a loan of certain sums of money for a specified purpose, for the payment of the interest upon which the lenders were willing to look to the dividends which might be derived from the profits, to arise from the use of the property, so long as it should be used for the purpose of medical instruction, with a right to sell for the repayment of principal and interest, upon the contingency mentioned in that behalf. It is immaterial in what form the evidence of the loan was to exist, whether in the shape of certificates or notes or bonds.

The deed makes no provision for the apportionment of dividends among the contributors and the college; but each sum of \$60 is to receive a dividend in the proportion which it has to the whole sum advanced. There is no stipulation, then, that the corporation and the persons who might advance the money to erect the buildings, should participate in the profits, which might make them partners; but the profits in the shape of dividends are to be divided among the contributors exclusively, with an agreement, that after the 4th of July, 1845, the corporation might get clear of the incumbrance upon their property, by paying off the principal sums. If a partnership had been designed, or had been at all within the contemplation of the