

case has since been decided, and although the validity of the deed drawn in question was affirmed by a divided Court (8 *Gill*, 472), I consider that I am obeying the weight of judicial authority in this State, in declaring the deeds in this case to be valid instruments. This being so, I see no reason to deviate from the conclusion to which I came when this case was before me twelve months ago. That conclusion was, assuming the deeds of trust to be good, "that the sum now remaining in the hands of the trustees should be subject to the order and control of John Hollins, his executors, administrators, and assigns," "and that, upon the death of Hollins, the complainant, his administrator, might rightfully demand it of the trustees, who would not be in any way responsible for its application by the administrator." The deed in this case, after providing for the payment of the expenses of the trust and a commission to the trustees, and for those of the creditors who should comply with the condition, by executing to the grantors "a full and final release and discharge of and from all claims to the date of the conveyance, in full satisfaction and payment of all such claims of all such creditors assenting as aforesaid, and executing such releases as aforesaid, if the fund be sufficient for that purpose, and the balance or surplus, if any may remain, *shall and will pay over to the said John Hollins, or to his legal representatives*, but ratably and proportionally, according to the amount of the claims of each of the said creditors, if the fund be insufficient to discharge the whole," contains this further provision, "that the proportion or share of such creditors, if any, as neglect, refuse, or omit to execute such assent or release as aforesaid, shall not be distributed or divided amongst the other creditors, but shall be by the said trustees held subject to the future order and control of the said John Hollins, his executors," &c.

It is clear, then, upon the terms of this deed, that the dividends, which would otherwise have been distributed to those creditors who failed or refused to sign the required release, were not to be paid to the creditors who did release, in the event of their not being paid in full, but those dividends were to be paid to John Hollins, one of the grantors. The assent-