

COUNSEL FEES—*Continued.*

11. Counsel fees are allowed to trustees, but a party who occupies simply the character of stakeholder will not be allowed such fees out of the funds in his hands. *Ohio Life Ins. and Trust Co. vs. Winn & Ross*, 253.
12. Counsel fees for services rendered by a solicitor at the instance of an attorney in fact of the *cestui que trust*, will not be allowed out of the trust fund. *Laroque vs. Candolle*, 347.
13. The trustee will be allowed all his reasonable costs and expenses including money paid in properly taking the opinion, and procuring the direction and assistance of counsel in administering the trust, but this is the utmost extent to which the practice has been carried. *Ib.*

## COVENANT.

*See* AGREEMENTS, &c.

## CREDITORS.

*See* PRACTICE IN CHANCERY, 27 to 30, 36, 38, 45, 46, 49, 52.

FRAUDULENT CONVEYANCES, 2.

INSOLVENT DEBTORS.

## CREDITOR'S BILL.

*See* PRACTICE IN CHANCERY, 38, 52.

## CROPS.

*See* WILL AND TESTAMENT, 29.

## CROSS PAPER.

1. Where cross paper is given for mutual accommodation, each party is liable to pay his own, and the holder of cross paper may prove, under a commission, by taking up his own note or exonerating the estate of the bankrupt. *Ohio Life Ins. and Trust Co. vs. Winn & Ross*, 253.

## DECREE OF COURT OF APPEALS.

*See* INJUNCTION, 5.

## DECREE TO ACCOUNT.

*See* PRACTICE IN CHANCERY, 45, 46.

## DEEDS, CONSTRUCTION OF, &amp;c.

1. A deed was executed in 1835, conveying certain lands, in trust, with power to the grantee to sell the same and apply the proceeds to pay, *first*—A specified debt. *Second*—All other debts of the grantor for which the grantee was responsible, and any advances the latter might make for the former. *Third*—All other debts of the grantor at that time contracted which the grantee might consider just, legal and equitable, and *fourth*—The expenses of the trust. The grantor died in 1837, and the grantee not having sold the property, a bill was filed in 1842, by the creditors of the grantor, under which all his real estate was sold for the payment of his debts. **HELD**—
  - 1st. That the grantee, by virtue of this deed, had a lien only on the land described in and conveyed by it, but he may show himself a creditor beyond the provisions of the deed, and in respect of any such claim he will stand upon an equality with the general creditors of the grantor.
  - 2d. That the claims of the grantee within the terms of the deed, and with reference to the proceeds of the property thereby conveyed,