the money was paid to said Trustee. part in January. the residue in February '56. the money was paid. excepting the amount claimed as Commissions by said Trustee which the deponent defendant denies that he is bound to pay under these facts. we agree to submit to Frederick A Schley. special Judge in said Case whether said Trustee is entitled to Commissions. and if so to what Commissions. and by whom the same are to be paid

G. Eichelberger.

I do not concur in the aforegoing Statement, so far as relates to the post ponement of the Sale by the Trustee – on the Contrary my recollection is this., The Decree was affirmed by the Court of Appeals on the day I left annapolis – on my arrival at Frederick – I said to Mr. Eichelberger. whom I supposed to be joint Counsel with Mr. Palmer. and to whom I spoke as Counsel, and not as Trustee – That I had written from Annapolis to the Defendants. informing them of the affirmance of the Decree; And that they had previously informed me – that they would be prepared to pay the amount immediately if the Decree should be affirmed. and therefore that they would be down to pay the amount – as soon as he would be able to obtain from Annapolis a Statement of the Costs. Mr. Eichelberger said he would prepare a Statement of the amount due. obtain Costs &c. and would not subject them to further costs. without necessity – I did not speak to Mr. Eichelberger as Trustee. or request a suspension of his action as Trustee – I had no such idea in Contemplation the Defts did Come. immediately to Frederick & proposed to pay the amount due and it was post poned from time to time only because Mr. Eichelberger had not ascertained the Costs. &c

Wm. D. Maulsby.
Solr. for Dfts.

The following paper was filed March 12. 56.

Jesse Hoover Admr. of Frederick Rabbs dec.d vs. John Eyler and Jonas Matthews. – } No. 2023. In the Circuit Court for Frederick County. Sitting as a Court of Equity.

State of Maryland. Frederick County. to wit: On this 7th day of March 1856. before the Subscriber a Justice of the peace. in and for said County and State. personally appears Grayson Eichelberger. and makes Oath – That some time in December 1855. soon after the affirmance of the Decree in the above case. by the Court of Appeals. he was notified by the solicitor for Complainant to proceed to execute his trust. and sell the Real Estate therein described – that this affiant as such Trustee gave notice to the Solicitor for the Defendants. that he was about to advertise. and sell said Real Estate. when he was requested by said solicitor to delay. or post pone the sale for a while. and that the money would be paid before long. and the sale was post poned by this affiant in accordance with said Request. and the money was paid to this affiant as such Trustee. during the month of January & February. except the amount claimed as Commission.

Sworn Before. J. M. Harding.

Whereupon the following Decree was passed.

Frederick Crabbs. vs. John Eyler & Jonas Matthews. } No. 2023. In the Circuit Court of Frederick County as a Court of Equity – The question submitted to the Court in this case. on the Statement of the Solicitor. for the defendants. & the Trustee. who was also one of the Solicitors for the Complainants. is whether the Trustee. under the facts in the Case is entitled to any. and if any to what Commission

The question of Commission to a Trustee appointed by the Court is always addressed to the same discretion of the Court. under the facts in the Case.