

its aggregate amount, and direct the whole to carry interest from the time of the affirmance until paid. 3 Hen. 7, ch. 10; 19 Hen. 7, ch. 20; *Kilty Rep.* 228, 229; 1809, ch. 153, s. 4; 1811, ch. 161, s.

cient to pay his debts; that his brother became indebted by bond, as stated; but that, as to the open accounts, they were very confused; and he denied that his brother owed to the plaintiff so much as he demanded, and put him to establish his claim, &c.

A commission was issued, under which, testimony was taken and returned on the 4th of May, 1795. After which, the parties, the defendant having attained his full age, by their solicitors, on the 30th of November, 1795, entered into and filed an agreement in the following words:

“This bill being filed for a sale of Alexander Frazier’s part of two tracts or parcels of land devised to him and his brother, the defendant, by the will of their father Alexander Frazier, by which said will Alexander Frazier, now deceased, had the right of election: and it being doubtful whether any election was made by Alexander Frazier, the son, in his life-time; and it being also doubtful whether this Court can determine the fact of election, for the prevention of future controversy, it is agreed that the Chancellor, with the consent of the parties, shall decree a sale of the whole of the lands on a credit of three years, interest to be annually paid, and the bonds taken for the proceeds of the land to be equally divided between the creditors of Alexander Frazier and the defendant, each one-half, to be subject to the opinion and decree of the Chancellor as to the other points respecting preference among the creditors arising in the cause. That two trustees be appointed by the Chancellor to make sale of the land together, or in parcels, as may appear most advantageous: that the expense of one trustee be borne by the creditors, and of the other by the defendant: that one trustee be appointed on the recommendation of the creditors, and the other on the recommendation of the defendant. The sale to be on the premises.” Upon which, persons being recommended to be appointed trustees by the parties respectively, the case was submitted.

HANSON, C., 30th November, 1795.—This case standing ready for decision on the agreement filed, the same, together with all other proceedings, were read and considered. Whereupon it is Decreed, that in conformity to the said agreement, all the lands devised to the defendant and his deceased brother, by his father, be sold, and that Henry Ridgely, of Annapolis, and Joseph Sprigg, of Calvert County, be, and they are hereby appointed trustees for selling the said lands; and that the course and manner of their proceedings be as follows: They shall lodge with the register of this Court a bond or bonds, executed by themselves, and a surety or sureties approved by the Chancellor, in the penalty of £3,000, if one bond, or £1,500 each, if two bonds, conditioned for the faithful performance of the trust reposed in them, &c. They shall, at the same time, give the like notice to the creditors of Alexander Frazier, deceased, to exhibit the vouchers of their claims, &c. within six months from the time by them fixed for the sale, &c.

The trustees, on the 23d of May, 1796, reported that, after having given notice of the time and place of sale by publication in several newspapers, in the French and English languages, and by advertisement set up at several public places, they had, on the 12th of April, 1796, sold the whole land to Charles Williamson as the highest bidder, for £3 6s. per acre; and had taken his bonds, with Frisby Freeland and the defendant John A. Frazier as his