and things herein set forth are not true, and especially that the said administrators, William Rabey and Christopher Rabey Junior, and the said administrator de bonis non Samuel J Donaldson may give an account of their respective administrations, and may answer as to the sufficiency of personal assets to satisfy your Orators claim, and that the said heirs at law of the said Christopher Rabey deceased, the said Widow, the said Samuel McClellan and his infant son Christopher R McClellan, and the said David M B McClellan, may be required to give an account of the real estate whereof the said Christopher Rabey died seized, or of the proceeds arising from the sale of said real estate, that have come into their hands respectively: And that your Honors will pass a decree for the payment of your Orators claim out of the personal estate of said Christopher Rabey, if sufficient, or if not sufficient, out of his real estate, and generally that your Honors will take such further proceedings, and grant to your Orator such further relief as to your Honors shall seem fit and proper and your Orator as in duty bound will ever pray &c.

G H Stewart Solicitor for Complt.

The exhibits referred to in the aforegoing bill of complaint are as follows.

(A) $1500. 23 January 1817

Sixty days after date, I promise to pay Messrs Christopher Rabey and Son or order fifteen hundred dollars for value received, negotiable at the Bank of Columbia.

Jacob Wagner

(Endorsed) "Pay the contents of the within note to the President Directors and company of the Bank of Columbia or order, value received. Christopher Rabey & Son."

District of Columbia, County of Washington towit. Be it known that on the day of the date hereof, I Benjamin F Mackall Notary Public, by lawful authority, duly commissioned and sworn, dwelling in George Town in the county and District aforesaid, at the request of the President, Directors and company of the Bank of Columbia, presented to D Hurly Teller of the Bank of Columbia, the original note, whereof the above is a true copy, and demanded payment of the sum of money therein specified. whereunto he answered, there were no funds to pay the note. Therefore I the said Notary at the request aforesaid, have protested, and by these presents do solemnly protest, against the drawer of the said note, and all others whom it doth or may concern, for all costs, exchange, re-exchange, charges, damages and interest suffered and to be suffered for want of payment thereof. Thus done and protested at George Town aforesaid, this 28th day of March 1817. In Testimony whereof (Seal) have hereunto set my hand and affixed my seal notarial the day and year aforesaid.

Benj F Mackall Notary Public"

(B) "$650. 16 January 1817

Sixty days after date, I promise to pay Messrs Christopher Rabey & Son or order six hundred and eighty dollars, for value rec'd negotiable at the Bank of Columbia

Jacob Wagner

(Endorsed) "Pay the contents of the within note to the President Directors and

company of the Bank of Columbia or order, value received. Christopher Rabey & Son"

District of Columbia, County of Washington towit. Be it known that on the day of the date hereof, I Benjamin F Mackall Notary Public by lawful authority, duly commissioned and sworn, dwelling in George Town, in the county and District aforesaid, at the request of the President, Directors and company of the Bank of Columbia, presented to D Hurly Teller Bank of Columbia, the original note whereof the above is a true copy, and demanded payment of the sum of money therein specified, whereunto he answered there were no funds to pay the same. Therefore I the said Notary, at the request aforesaid, have protested, and by these presents do solemnly protest against the drawer of the said note, and all others whom it doth or may concern, for all costs, exchange, re-exchange, charges, damages and interest suffered and to be suffered for want of payment thereof. Thus done and protested at George Town aforesaid, this 21st day of March 1817. In Testimony whereof I have hereunto set my hand and affixed my seal notarial the day and year aforesaid.

Benj F Mackall Notary Public.

(C) $400: 12th December 1816

Sixty days after date, I promise to pay Messrs Christopher Rabey & Son or order, four hundred dollars for value rec'd, negotiable at the Bank of Columbia. Jacob Wagner

(Endorsed) "Pay the contents of the within note to the President Directors and company of the Bank of Columbia or order value rec'd Christopher Rabey & Son"

District of Columbia, County of Washington towit. Be it known that on the day of the date hereof, I Benjamin F Mackall Notary Public, by lawful authority, duly commissioned and sworn, dwelling in George Town in the county and District aforesaid, at the request of the President, Directors and Company of the Bank of Columbia, presented to D Hurly Teller Bank of Columbia, the original note, whereof the above is a true copy, and demanded payment of the sum of money therein specified, whereunto he answered there were no funds to pay the note. Therefore I the said Notary at the request aforesaid, have protested, and by these presents do solemnly protest against the drawer of the said note and all others, whom it doth or may concern for all costs, exchange, re-exchange, charges, damages and interest suffered and to be suffered for want of payment thereof. Thus done and protested at George Town aforesaid this 11th day of February 1817. In Testimony whereof, I have hereunto (Seal) set my hand and affixed my seal notarial the day and year aforesaid.

Benj F Mackall Notary Public

D. & E. & F. The President Directors & Company of the Bank of Columbia

vs

Samuel J Donaldson adm'r de bonis non of Christopher Rabey dec'd Catharine Rabey & others

In Baltimore County Court, in Equity 30th September 1829

It is agreed that the exhibits D & E & F annexed to the bill in this cause in case of an appeal, shall not be copied or included in the transcript which goes up to the Court of Appeals, but that on the trial of the case in the Court of Appeals for the Western Shore of the State of Maryland, the record in said bond in the case of Christopher Rabey