and others in your Honorable bond exhibited - This defendant saving to himself all benefit of exception to said bill for its errors and insufficiencies, for answer unto such part thereof, as it is material for him to answer unto he says that it is true that judgment was obtained against him in Baltimore County Court on certain promissory notes made by Jacob Wagner and endorsed Christopher Rabeg & Son, and discounted by the complainants for the accomodation of said Wagner, and he admits that the notes stated in the complainants bill, are the said notes on which judgment was so recovered as stated by said bill against this defendant. This defendant further answering says, that in the life time of his father Christopher Rabeg, and during the copartnership between this defendant and his said father, certain promissory notes were with the approbation of his father endorsed by said co-partnership, in the copartnership name of Christopher Rabeg & Son, for the accomodation of said Jacob Wagner, and for that object discounted by the complainants, being made by said Wagner, and amounting in the whole to the amount of all the promissory notes in said bill specified, as those on which judgment as aforesaid was recovered, though not respectively for the several amounts of said notes so specified in said bill. And this defendant further answering says, that the said notes, endorsed in his fathers life time, were before his death, from time to time renewed with the same endorsement, and with the approbation of said father of this defendant - And this defendant further answering says, that the said accomodation was continued after the death of this defendants father for said Wagner, by renewal of the notes so endorsed in the life time of this defendants father, with notes endorsed by this defendant with the name of said copartnership of Christopher Rabeg & Son. And said accomodation was carried on after the death of this defendants father by successive renewals as aforesaid, until finally the said accomodation terminated in the said notes on which suit as aforesaid was brough against this defendant and judgments as aforesaid against him recovered in Baltimore County Court - This defendant further answering says, that upon the decease of this defendants father, and a few days after that event, at a meeting of the heirs and representatives of said deceased, it was agreed that the business of the copartnership of this defendant and his said father, should be carried on for the benefit of his said fathers estate, as during the life time of his said father, and as under said copartnership - but that a few days after said agreement, the said Wagner dissented from said agreement and arrangement and it was therefore not prosecuted - This defendant further answering says, it is true he applied for and obtained the benefit of the Insolvent Laws of Maryland and a release thereunder, from all debts and liabilities, and among the same, all debt and liability for and on account of the judgments as aforesaid recovered against him by the complainant; and this defendant accordingly in this cause, and to the claim and pretentions of the complainants in the premises, relies and insists upon, in bar and discharge of and from said debt and liability, his said release under said Insolvent laws.

Further answering this defendant begs leave to refer to the accounts of his said father's estate, exhibited to the Orphans Court of Baltimore county by the several administrators successively of said estate, for the amount and particulars of the personal estate of the same, he refers to the proceedings in Baltimore county court for a division of said real estate among said decedents heirs - and this defendant prays accordingly to be hence dismissed - without that, that there is any thing further, material in said bill to be answered, which this defendant has not hereby well and sufficiently answered, traversed and denied, confessed and avoided.

Charles F. Mayer Sol for Defendant.

State of Maryland, City of Baltimore to wit. On this twenty seventh day of October in the year eighteen hundred and twenty nine, before the subscriber a Justice of the Peace of said State in and for said city, personally appeared Christopher Rabeg and made oath that all that in his aforegoing answer he has stated of his own knowledge is true, and that all that he has therein stated as derived from others, he believes to be true. F. Sheppard.

And thereupon Christopher R. M'Clellan, another of the defendants named in the Bill of complaint aforesaid, by his solicitor James M'Culloh, filed in court here the following petition to wit:

The President Directors and Company of the Bank of Columbia vs Sam'l I Donaldson adm'r de bonis non of Christ'r Rabeg dec'd Catharine Rabeg and others.

Baltimore County Court in Chancery sitting - October Term 1829 The petition of Christopher R. M'Clellan a minor, party defendant named in the bill of complaint filed in this case, respectfully asks the appointment of a commissioner to name a guardian to make the answer of this petitioner to the said Bill

James M'Culloh Sol'r for Pet'r

Whereupon in pursuance of the said petition, it was ordered by the said Court that a Commission should forthwith issue to a certain Thomas M'Griffith commanding him to assign and appoint a guardian to the said Christopher R. M'Clellan; which commission accordingly issued, in form following to wit: "Maryland, Baltimore County to wit. The State of Maryland to Thomas M'Griffith of Baltimore county Gentleman Greeting: Whereas the President, Directors and company of the Bank of Columbia have lately exhibited their bill of complaint before us, in our County Court for Baltimore county, against Samuel I Donaldson administrator de bonis non of Christopher Rabeg, deceased, Catharine Rabeg, William Rabeg, Christopher Rabeg, Samuel Rabeg, Franklin Rabeg, Rachel R Wagner, Catharine Maria Rabeg, Samuel M'Clellan and Eliza his wife, David W B M'Clellan and Christopher R. M'Clellan defendants. And whereas we have by our writ lately commanded the said defendants to appear before us in our said Court at a certain day now past, to answer unto the said Bill: but for as much as the said Christopher R. M'Clellan is an infant under age, and cannot answer the said bill, nor defend this suit without having a guardian assigned in that behalf. Know ye therefore, that we have given