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Rabog Junior was not, entitled and not been as these respondents were either requested or authorized by the heirs of the said Christopher Rabog Senior, nor by these respondents, or either of them, to take, use or renew the said or any such endorsement, for any purpose whatsoever, to, to continue, conduct or transact any business, or seek any forbearance, for the of for of the heirs, or any of these respondents under the name, firm or style of C. Christopher Rabog and son. And therefore these respondents with due submission to, to your honors, say that the endorsement made as aforesaid on the said three notes by the said Christopher Rabog Junior after the deceased, of his father, can and could only bind the proper or seperate funds and estate of the said Christopher Rabog Rabog Junior; and so these respondents also say, in reference to any such endorsement that may have been made or put on any note substituted in whole or in part for any of the said three notes. And further answering these respondents say that the parties plaintiff required the said Jacob Wagner to curtail or pay a part of the debt owing by him to them as aforesaid, and that the note which they held in lieu of that for sixteen hundred and twenty dollars last mentioned, was paid off and a new note signed by the said Jacob Wagner and unauthorized endorsed C. Rg. Rog & Son by Christopher Rabog Junior for thirteen hundred dollars, was substituted therefor, on the fourteenth day of March in the year eighteen hundred and sixteen. And these respondents further say, that the loans or discounts given by the parties plaintiff to the said Jacob Wagner were reduced still more by the substitution of a note for for six hundred dollars, on the fourth day of April in the year last mentioned, in lieu of a note for eight hundred dollars, then falling due, and again over six sixth days of June, in the year last mentioned, when for the said note for five hundred dollars, one for four hundred only, was substituted or discounted. That that the loans or discounts given by the parties plaintiff in this cause, to said Jacob Wagner at the period last mentioned, and upon notes unauthorized endorsed C. Rabog and son by Christopher Rabog Junior amounted in the aggregate only to two thousand three hundred and eighty dollars. And these respondents charge, that the plaintiffs in this cause allowed the said loans or debts so to be enlarged, by the substitution of a note for fifteen hundred dollars, in lieu of the note for thirteen hundred dollars above mentioned. And these respondents are advised, believe and say, that each and every of the aforesaid modifications of the indebtedness of the debt owing to the parties plaintiff in this cause, destroyed the identity and continuous nature of their claim, so far at least as the defendants in this cause are concerned. And so they also say with reference to the interest the amount of discounts herein before mentioned: But these respondents rest in defence in this action mainly upon the controlling fact that Christopher Rabog Junior, was not authorized to put the endorsement of Christopher Rg. Rog and son, upon any promissory note, after the death of Christopher Rabog or. or. And these respondents aver most solemnly that every and every such endorsement was unauthorizedly made: nevertheless they

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admit that on the day after the burial of Christopher Rabog Senior, his heirs held a meeting, in which a proposition was made by some one of them in the following terms viz. that Jacob Wagner, William Rabog, and Christopher Rabog Junior, should take out letters of administration and continue the business of Christopher Rabog and son, until the youngest son of Franklin Rabog, should arrive at full age; which said proposition appeared to meet the approbation of the heirs generally, although it was not adopted by the said meeting, which adjourned without coming to any agreement. And these respondents say, that owing to a misunderstanding that arose among the heirs aforesaid, in consequence of William Rabog and Christopher Rabog Junior, having objected to Jacob Wagners being united or concerned, as it was proposed that he should be, in the aforesaid administration. The heirs of the said Christopher Rabog Senior, did not and could not make any agreement for or about conducting or continuing the business or firm of C. Rabog and Son. And these respondents say, that at the time of the death of Christopher Rabog Senior, the aforesaid Jacob Wagner was in high credit and respected or controlled large sums of money, which the parties plaintiff might and should have required him to use or apply to the discharge of their claim aforesaid, before they could equitably call upon the endorsers of his accommodation notes. And they charge that the said plaintiffs ought to have proved and presented to the administrators on the estate of C. Rabog, deceased, whatsoever claim they held or could make on the said estate, or the heirs of the said deceased, within the time, and according to the forms prescribed by law, in such cases. And they say, that the plaintiffs in this action were not entitled to infer any continuance of the copartnership of C. Rabog and son, after the demise aforesaid, so as to bind these respondents, from the simple fact, that Christopher Rabog Junior chose to prosecute his business, under the name or style of C. Rabog and son, a practice very usual and useful in perpetuating respectable firms. The members of which nevertheless are nevertheless bound to know or ascertain at their own risk. And these respondents further answering say, that the judgments obtained at Law by the parties plaintiff in this cause, against Christopher Rabog Junior upon a note of the said Jacob Wagner for fifteen hundred dollars, bearing date the twenty third day of January, in the year eighteen hundred and seventeen, payable sixty days thereafter, and unauthorizedly endorsed Christopher Rabog and son by Christopher Rabog Junior, cannot equitably bind these respondents or either of them, nor the estate, real or personal of Christopher Rabog Senior deceased, and so these respondents say, with reference to the other two judgments obtained at Law, against the said Christopher Rabog Junior as surviving partner of the firm of Christopher Rabog & Son; in as much as the said Christopher Rabog Junior had no authority to put the endorsement of Christopher Rabog and son upon the notes on which the said judgments were given, except merely as to bind his own seperate funds which cannot be enlarged from his fathers estate, to which he is indebted as administrator upon accounts stated in a large sum of money. And these respondents admit that the personal and real estate of Christopher Rabog Senior will be sufficient