June Term 1832.

to pay all of his just debts: and they pray that the decrees asked for by the complainants in their said bill may not be granted by your Honors, and that these respondents may be hence dismissed with their costs.

Ja.s Wm. M.Culloh. Solicitor for Respondents.

State of Maryland, Baltimore City to wit. Be it remembered, that on this fifteenth day of October in the year 1829 personally appeared before me a Justice of the Peace in and for the said State and City, Samuel M.Clellan and Eliza his wife, the said Samuel acting as well for Christopher R.M.Clellan as for himself, all parties to the foregoing answers to a bill of complaint and discovery, and severally made oath on the Holy Evangels of Almighty God, that the matters and things mentioned in their said answers as being within their own knowledge, are truly and fully set forth therein, and that the statements therein made, as derived by them from other persons, are truly and fairly stated, to the best of their knowledge and belief.

Thos W Griffith.

State of Maryland, Harford county to wit. Be it remembered, that on this thirteenth day of October, in the year 1829 personally appeared before me a Justice of the peace of the said State and county, Rachel R Wagner, a party to the aforegoing answers to a bill of complaint and discovery, and made oath on the Holy Evangels of Almighty God, that the several matters and things mentioned in her said answers, as being within her knowledge are truly and fully set forth therein, and that the statements made therein as derived by her from other persons, are also severally true and fairly stated to the best of her knowledge and belief. Sworn before Stephen Jones.

To the Honorable the Judges of Baltimore County court in Chancery sitting. The seperate answer of William Rabey a defendant named in a bill of complaint and discovery filed in the said court on behalf of the President Directors and company of the Bank of Columbia. Humbly sheweth to your honors, that this defendant now and at all times hereafter, reserving to himself all manner of exceptions to the said bill, for answer thereunto or unto so much and such parts thereof, as he this respondent is advised is material for him to make answer unto, he this respondent answering says, that on the day after the funeral of his deceased father Christopher Rabey Senior late of Baltimore City, which was on or about the eighteenth day of June in the year eighteen hundred and fifteen, the heirs of the said deceased held a meeting in which a proposition was made to the following effect to wit: that Jacob Wagner Christopher Rabey Junior and this respondent, should jointly obtain letters of administration on the estate of the said Christopher Rabey Senior, and thereafter continue the business for the benefit of the heirs - which said proposition was not, however adopted in the said meeting or by the said heirs, although the same appeared to be satisfactory to most of them, so far as this respondent could judge - And further answering he says, that proposition aforesaid was not, as he believes, adopted and that no agreement was made by the said heirs to have the said business conducted for them, because of a difference having arisen among the said heirs

June Term 1832.

in consequence of Christopher Rabey Junior and this respondents having objected to the said Wagners being concerned in the administration of said estate or management of the said business. And further this respondent says that the administrators of the estate of Christopher Rabey Senior, have rendered an account of their doings to the Orphans Court of Baltimore City and county, as will appear by the records thereof.

James Wm. M.Culloh Sol.r for Respondent.

State of Maryland, Baltimore City to wit. Be it remembered, that on this fourteenth day of October in the year 1829 personally appeared before me, a Justice of the Peace for the said State and City William Rabey party to the aforegoing answer to a bill of complaint, and makes oath on the Holy Evangels of God that the matters and things stated in the said answers are true and fully set forth therein - the words "severally" and "to" being first erased, and the words "the most of" and "aforesaid" interlined therein

Sworn before Ja.s J Latimer.

To the Honorable, the Judges of Baltimore County court in Chancery sitting. The joint and several answers of Catharine Rabey the widow; and Samuel Rabey, Franklin Rabey and Catharine Maria Rabey children of Christopher Rabey Senior deceased; and David Wm R.M.Clellan a pigned of some of the heirs of the said deceased - all defendants named in said bill of complaint and discovery filed in the said court on behalf of the President, Directors and company of the Bank of Columbia, humbly sheweth to your honors, that these respondents now and at all times hereafter, saving and reserving to themselves all manner of benefit of exception to the manifold errors, uncertainties, imperfections and insufficiencies in the said complainants said bill contained, for answer thereunto and to so much and such parts thereof, as they these respondents are advised is material for them to make answer unto they the defendants above named answering decay that at the time of the death of the said Christopher Rabey Senior the parties plaintiff held or possessed, or had discounted, two promissory notes of a certain Jacob Wagner, mentioned in their said bill, to wit one for the sum of fifteen hundred dollars, and the other for the sum of four hundred dollars, bearing date previous to the 18th day of June in the year 1815, and endorsed Christopher Rabey and son, and they aver, that the several notes of the said Wagner, which the said plaintiffs held at the period last mentioned and that were endorsed Christopher Rabey and son during the life time of Christopher Rabey Senior, were after his death, which happened on the day above mentioned paid off, given up and cancelled, as the said notes respectively became due and payable. And these respondents say, that if any of the notes of the said Wagner discounted by the plaintiffs in this cause, and dated subsequently to the said 18th day of June, in the year 1815 were endorsed Christopher Rabey and son by Christopher Rabey Junior, then and in such case, neither the estate of the said deceased, nor these respondents were or could be held or made liable therefor, inasmuch as any and every such endorsement so made, was as these respondents are informed by the heirs of the said deceased, and especially unauthorized by these respondents, each answering for himself or herself positively and to the best of their knowledge for the