rest of these respondents. And they further answering do severally deny that they jointly or seperately authorized or requested the said Christopher Rabeg Junior, to conduct any business or sign or endorse any note in the name of Christopher Rabeg and Son, after the death of Christopher Rabeg Senior - But they admit that a proposition was made in a meeting of the heirs of the said deceased, held the day after his funeral, to request and authorise Jacob Wagner, William Rabeg and Christopher Rabeg Junior, to take out letters of administration on the estate of the said deceased, and then jointly to conduct or continue to transact business for the benefit of the representatives of the said deceased, in or under the name of Christopher Rabeg & Son, but they also say that the said proposition was not adopted by the said meeting of the said heirs, altho' it appeared to be generally satisfactory to them, so far as these respondents could judge or have heard. And these respondents further say, that a misunderstanding immediately afterwards arose among the said heirs, owing to William Rabeg and Christopher Rabeg Junior having obtained letters of administration on the said estate, apart from, and to the exclusion of, the said Wagner, from the said administration. And they also say that the heirs of the said deceased did not, and that these respondents, each answering for himself or herself, did not at any time, in any manner request or authorize the said Christopher Rabeg Junior to do any business or act for their benefit or accomodation in the name of Christopher Rabeg & Son, after the death of Christopher Rabeg Senior, nor to do any business or act by using the name of the said firm, for the benefit or accomodation of the heirs of the said deceased, or of either of these respondents. And these respondents further say, that the estate of the said Christopher Rabeg Senior ought not in equity to be made liable for any of the judgments mentioned in the said bill of complaint as having been obtained by the plaintiffs in this cause against Christopher Rabeg Junior individually, or as surviving partner of Christopher Rabeg and Son, for as much as they were obtained upon the notes of Jacob Wagner for the payment whereof the said estate was in no wise liable, the endorsement of Christopher Rabeg & Son, having been unauthorizedly put thereon by Christopher Rabeg Junior. These respondents severally and each for himself or herself, averring that they never did in any manner either request or authorize the said Christopher Rabeg Junior to make the said, or any such endorsement on the said notes, or any of them, or upon any other notes, or for any other person or purpose whatsoever. And therefore these respondents pray your Honors to be hence dismissed with their costs - and that the decrees prayed and asked for by the plaintiffs in their said bill may not be granted by your Honors

Jas. Wm. McCulloh Solicitor for the Respondents.

State of Maryland, Baltimore City to wit: Be it remembered that on this seventeenth day of October in the year 1829 personally appeared before me a Justice of the Peace for the said State and City, Catharine Rabeg the widow of Christopher Rabeg Senior deceased, Samuel Rabeg, Franklin Rabeg, Catherine Maria Rabeg and David M B McClellan, parties to the aforegoing answer to a bill of complaint and discovery, and severally made oath on the Holy Evangely

of Almighty God, that the matters and things mentioned in the said answers as within their own knowledge are truly and faithfully set forth - and that the statements therein made as derived from others are to the best of their knowledge and belief, true and fully and at large therein set forth.

Jno W Griffith

To the Honorable, Judges of Baltimore County Court in Chancery sitting - The seperate answer of Samuel S Donaldson, administrator of Christopher Rabeg late of Baltimore county deceased, to the Bill of complaint filed against him and others in Baltimore county court by the President Directors and Company of the Bank of Md. This defendant saving and reserving to himself, now and at times hereafter, all and every benefit and advantage of exception to any errors and uncertainties in the said bill of complaint, for answer thereto, or to such parts thereof as he is advised it is material for him to make answer - he saith that he has heard and believes, that in the life time of Christopher Rabeg Senior, this defendants intestate, the late firm of C Rabeg & Son (which was composed of said intestate and his son Christopher, one of the defendants in this cause) did endorse certain promissory notes for the use and accomodation of Jacob Wagner now deceased, which notes were discounted, as this defendant has heard and admits, by the complainants in this cause: but this defendant does not admit that said promissory notes were for the several amounts or sums of money mentioned by said complainants in their said bill, but states that he has heard and believes said promissory notes were for other and different sums of money than those set forth in said bill: that said endorsements were made gratuitously and without any consideration therefor, moving from the said Wagner, and were loaned and made by the said firm as an act of kindness and favour to the said Wagner. This Defendant does not admit that said notes were afterwards regularly renewed from time to time as stated by complainants in their said bill, having heard that said notes had been paid in whole or in part by said Wagner, and that the notes now held by the said complainants were originated after the death of this defendants intestate and after the dissolution of the said partnership of C Rabeg & Son, altho' one of said notes appears to be for the sum of $880.00 for which one of the notes was originally given: This defendant admits that said Christopher Rabeg Senior died intestate in the month of June, in the year eighteen hundred and fifteen: that letters of administration on his personal estate were granted in the defendants William and Christopher Rabeg, which were afterwards, in the month of June in the year eighteen hundred and twenty three revoked, and that letters of administration de bonis non on the estate aforesaid, were then granted by the Orphans Court of Baltimore County to this defendant - And also states, that there are large claims against the estate of said deceased yet unsettled, and that this defendant does not actually know that the personal estate of said deceased, is sufficient for the payment of the debts of the deceased, as that state of things will depend in a great measure on the recovery of outstanding claims on behalf of said estate and on the establishment or otherwise, as the case may be, of demands made