against it, and which are now resisted. This defendant admits that the exhibits A B & C are promissory notes, signed by Jacob Wagner and endorsed by Christopher Raborg Junior after the death of his father Christopher Raborg Senior, in the name of the then late firm, but this defendant denies that the said Christopher Junior had any right by such endorsement to bind the estate of his late father, the said Christopher Senior, as the firm or copartnership of Christopher Raborg & Son had been previously dissolved by the death of this defendants intestate. It is also admitted that the exhibits D. E & F are copies of the records of certain judgments obtained by the complainants against Christopher Raborg Junior, and that exhibits G H & I are short copies of the judgments aforesaid, affirmed by the Court of Appeals: but this defendant denies that the force and effect of said judgments, or any of them, are to bind and render liable the estate of this defendants intestate, to the payment thereof. This defendant further answering saith, that he believes, that the other defendants named in the said bill, and the widow children and grand children of said Christopher Raborg deceased, and the persons who are now trustees for said children and grand children, and some of them, and that the defendant D & B McClellan is the assignee of the defendants Samuel, Franklin Catharine and Catharine Maria Raborg, and he has no further pertinent knowledge of the circumstances detailed in said bill, which would enable him to answer thereto, but leaves the complainants to prove the same in the usual manner and prays to be hence dismissed with his reasonable costs in this behalf sustained.

Saml I Donaldson.

This answer will be accepted without the affidavit of defendant.

G H Stewart for complts

And afterwards towit, on the first day of December, in the year of our Lord, one thousand eight hundred and twenty nine, Samuel McClellan Franklin Raborg and David & B McClellan three of the defendants aforesaid, filed in Court here the following affidavit towit

Bank of Columbia
vs
Saml I Donaldson & others

In Baltimore County Court, sitting as a Court of Equity.
State of Maryland, City of Baltimore to wit. Be it remembered that on this first day of December 1829 personally appeared before me the subscriber a Justice of the Peace in and for the City of Baltimore, Samuel McClellan, Franklin Raborg, and David W B McClellan defendants in the above mentioned cause, who made oath, that the estate and effects of Christopher Raborg and son consisting in part of stock, tools, patters, book debts, notes receivable and seven thousand seven hundred dollars cash on hand, and other valuable property, standing in the name of Christopher Raborg Junior, and which had been paid from of the partnership funds (all which were in the possession of and claimed by Christopher Raborg Junior the surviving partner at the time of the death of Christopher Raborg Senior, the other partner of the late firm of C Raborg & Son, were more than sufficient to pay all the legal claims against said firm at the time of the death of said Christopher Raborg

Senior, to the best of these deponents knowledge and belief

Sworn to before A McClintock

Annexed to which said affidavits is the following agreement towit:

Bank of Columbia
vs
Saml I Donaldson adm d.b.n. of Ch. Raborg, Franklin Raborg and others.

In Balto City Ct. sitting in Equity

It is agreed that the facts stated in the above written affidavit shall be considered as parts of the answers of such of the defendants in this cause, as have sworn to the truth of the same. Balto Dec 1st 1829

G H Stewart for complts Saml I Donaldson for Defts

Whereupon the Court passed the following decree towit.

Bank of Co
vs
Donaldson et al

In Equity - Dec 5 1829. This cause having been submitted upon bill answers and exhibits, the same have been duly read and considered. After the death of C Raborough Senr. C Raborough Jr. the surviving partner conceived him no right to bind the estate of his father by any contract whatsoever, whether such contract was for a debt then created for the first time for the benefit of the joint estate or grew as an accustomed agency or security for a pre-existing debt of the firm. The latter may be considered of the character of the contract in controversy in this suit. The notes are renewed notes for a debt of the firm existing anterior to the date of the renewed notes, but made after the death of one of the partners. It is apprehended the Bank of Columbia was bound to notice the dissolution of the firm of Raborough and Son by death, and if it surrendered or cancelled the old notes, or accepted in lieu thereof, the renewed notes endorsed by the surviving partner in the name of the firm, they obtained no other security than the personal security of Chs Raborough Jr. The fact that some of the judgments in this case were against C Raborough Jr surviving partner, cannot per se, attach responsibility to the estate of C Raborough Senr - his heirs and representatives are parties here, and they surely are entitled to demand full proof that this responsibility was joint - The adoption of the principle that a judgment such as this would bind, would be ruinous to the estates of deceased partners, and would be in itself unjust, for these heirs were not parties to the suits in which the judgments were entered - It is accordingly this 5th day of Dec 1829, by the authority of Baltimore County Court ordered and decreed that the bill filed in this case be dismissed, and that the complainants pay to the respondents their costs in this suit expended.

Stevenson Archer.

And afterwards towit on the twenty sixth day of February in the year of our Lord, one thousand eight hundred and thirty, the President Directors and Company of the Bank of Columbia aforesaid, by their Solicitor aforesaid, prayed an appeal from the decree aforesaid, so as aforesaid passed, to the Court of Appeals for the Western Shore of the State of Maryland, and to them it was granted - It is therefore ordered by the Court here, that a transcript of the record and proceedings aforesaid, with all things thereto relating be transmitted to the said Court of