

an allowance. They set out, as exhibits, their accounts previous to that time, passed by the Orphans Court, and represent the estate as still unsettled. *Franciscus* stated, that the partnership was formed in April, 1809, of the testator and himself, and none other; that there were no written articles, but each was to share equally; that the firm, at the time of the death of the testator, held a leasehold interest in a house and lot in Baltimore, a ship, called the *General Hands*, and a brig, called *Francis F. Johnson*; that a large amount of other property had come to his hands; but that the partnership affairs had not then been wound up, and he offered to the plaintiff a full and free inspection of the partnership books.

This answer, although purporting to be the answer of both defendants, yet having been sworn to by *Franciscus* only, might have been treated as no answer from the defendant *Sadtler*. But the plaintiff filed exceptions to its sufficiency, in which she distinctly speaks of it as the answer of both, and thereby virtually waived any objection to it, because of its having been sworn to by only one of the defendants. An order was passed appointing a day for hearing those exceptions; but as no further notice was taken of them in any of the subsequent proceedings, they were passed over at the final hearing as having been tacitly abandoned.

On the 11th of February, 1825, *Anna G. M. Helms*, formerly *Newhaus*, by her next friend, *Frederick Augustus Wandelohr*, and *Joseph Sumwalt*, and *John McFarren, Jr.* filed their supplemental bill against *John Franciscus*, *Philip B. Sadtler*, *Carsten Newhaus*, *John Henry Newhaus*, *Jacob Newhaus*, *John Rathean*, *Susan Huller*, otherwise called *Muller*, *Frederick Muller*, *Anna G. Bauer*, *Jacob Bauer* and *Lewis Helms*. This bill, after reciting the substance of the before mentioned original bill, to which this is made a supplement, stated that, since the filing of that bill, the suit had abated by the marriage of the plaintiff *Anna*, with the now defendant *Lewis Helms*, who had separated from her; and that they had entered into a written agreement to live separate, by virtue of which agreement of separation, and of the power of this court to have any property of a *feme covert*, which her husband asks its aid to recover, settled upon her and to her exclusive use, the plaintiff *Anna* insisted that she was entitled to have the whole of the residuary legacy applied to her exclusive use.

This bill further stated, that the surviving partner had finally wound up the affairs of the partnership; that the executors had paid the debts and completely settled up the estate of the testator;