No. 7480 Equity.

April 1878. he devised and bequeathed all of his property, real and personal, to his wife, Phebe A. DeLashmutt. It appears by the evidence that when the Notes upon which Andrew J. DeLashmutt was indebted at the time of his death, matured, Elias E. DeLashmutt made Application to the Farmers & Mechanics National Bank for a renewal of them by substituting the name of her mother, Phebe A. DeLashmutt, in place of the name of her father. Upon an examination of the records in Orphan's Court the officials of the Bank became satisfied that Mrs. DeLashmutt had acquired, under her husband's will, all the property of which he died seized and possessed, and finding that no debts of any consequence had been proved against his estate, very reasonably concluded that she represented as much property as her husband had done, and accordingly accepted the place of her husband upon the notes to which allusion has been made. These notes were renewed from time to time and finally consolidated. Elias E. DeLashmutt pledged as Collateral Security for this indebtedness numerous promissory Notes payable to himself by farmers to whom he had sold Fertilizer, he having been for a Number of years engaged in the Sale of that Commodity. He was a borrower, in the prosecution of the Same business, of considerable Sums of Money from other banking institutions, and upon all the Notes given for these loans, his mother, Phebe A. DeLashmutt, was Co-maker. In addition to the Sums thus borrowed, he was indebted for Materials purchased from Manufacturing Concerns and from the Lazaretto Guano Company, one of the Plaintiffs in this Case, and all of that indebtedness was Also evidenced by the joint and joint and several promissory Notes of himself and his mother. On the 26th day of July 1898. Phebe A. DeLashmutt executed and delivered a deed conveying to her Son, William R. DeLashmutt, a farm in Frederick County, said to be worth $1,500. That farm had belonged to her husband and the title stood in her name at the time of her death. The Consideration expressed in the deed of July 26th is the sum of one dollar love and affection and the deed described the property as the same which the grantor had obtained under the last will and Testament of her husband. This deed was not placed upon record the 5th day of December 1899, one year and five months after its execution. At the time this deed was executed Elias E. DeLashmutt and Phebe A. DeLashmutt his