

haus & Company, and in certain vessels, &c.; and that the greatest part of the testator's personal estate, at the time of his death, consisted of property, effects and debts, belonging and due to the partnership, which partnership concern had not been settled, nor any account thereof rendered by the defendant Franciscus, so as to shew what proportion of the effects thereof properly belonged to the testator, and for which the defendant Franciscus, as surviving partner, was accountable, as a part of the estate of the testator. Whereupon the bill prayed that the defendant Franciscus might be ordered to disclose and set forth the nature and terms of the partnership between him and the testator at the time of his death; to account for all the property, debts, rights and effects of the partnership, and to pay over that which belonged to the testator to his executors, and also that the defendants Franciscus and Sadtler, as executors, might account for the estate of the testator, and be directed to pay what remained unto this plaintiff as residuary legatee; and that the plaintiff might have such other and further relief as the nature of her case might require.

After the defendants had appeared, but before they had answered, the plaintiff, by petition, prayed leave to amend her bill by correcting her name, as therein stated; and instead of "Anna G. M. Wandelohr," inserting "Anna G. M. Newhaus, otherwise called Anna G. M. Wandelohr." On the 2d of October, 1818, leave was granted to amend as prayed, and it was made accordingly, by merely interlining the proposed amendment in the original bill.

On the 1st of March, 1819, the defendants filed their joint answer, in which they admit the partnership, the will, and the death of the testator. But they say, that they do not know the plaintiff, or that she is the residuary legatee mentioned in the bill; nevertheless, supposing she might be the legatee, they had, to relieve her necessities, advanced her the sum of \$1,500, for which they craved *an allowance. They set out, as exhibits, their accounts previous to that time, passed by the Orphans' Court, **547** 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.