said case is "Heads $38.34. Nulla bona balance" as will appear from copies from Judicial docket herewith filed as exhibit No 4 and which said copies are prayed to be taken as part of this answer. And this defendant avers that the said sale of the said real estate was in all respects open and fair, and that considering all the circumstances, under which the same was made, it was for an adequate price, that Alexander Reid to the Sheriff, and the said Andrew Hershner the parties to the said sale, and who have both series died, were men of integrity and high moral character, and were altogether incompetent to become parties to any transaction that was not bonafide and fair, and that after the making of the sale as aforesaid the said Jacob Hershner by some arrangement with the said Andrew Hershner, continued to live on part of the said real estate up to the time of his death in 1838, and from which event this defendant by an arrangement with the said Andrew Hershner, managed the said real estate and rented out the same, and accounted for and paid over to the said Andrew Hershner his proportion of the rents for the said estate, and so continued to rent out and account for the rents to the time of the purchase of the interest of the said Andrew Hershner in the said real estate by Williams Ditto and this defendant as hereinafter mentioned. That on many of the numerous judgments against the said Jacob Hershner, executions issued, and while on some of the earliest that were placed into the hands of the Sheriff the money was made, several of the later executions (and on judgments subsequent to those of the said Andrew Hershner) were returned "Nulla bona" as will appear from the schedules of transcripts of the judicial docket marked No 4 as aforesaid and which said copies are prayed to be taken as part of this answer; as aforesaid, that a large number of the said judgments and other claims against the said Jacob Hershner were held by and due to persons of the immediate neighborhood

and who well knew the circumstances of the said Jacob, and that many of the said judgments were in the hands of vigilant and able attorney, so that if the said Jacob in fact had owned any property whatever it would doubtless have been subjected to the payment of the said debts, and that the said Judgments would not be standing as they now do wholly unpaid. And this defendant further avers that the said Jacob Hershner always from the time of the said Sheriffs sale of his real estate as aforesaid to the time of his death fully recognized and acquiesced in the legality and fairness of the said sale, and uniformly and upon all occasions thereafter held himself out as being and induced the belief with his creditors and others that he was utterly insolvent and wholly unable to pay his said debts, and that it was with this belief and impression that the said creditors of the said Jacob Hershner desisted from all further effort to make their money due on judgment & otherwise. And this defendant is advised, and so contends and insists, that the said Jacob Hershner was under the facts and circumstances before stated estopped and completely concluded from, in any manner questioning the said sale of the said real estate to the said Andrew Hershner as aforesaid and that the said Jacob being so estopped the complainant claiming under and through his father the said Jacob Hershner is equally estopped and concluded, and this defendant pleads and relies upon such estoppel. And the defendant further avers that the mother of the said Jacob Hershner and of this defendant held her interest in the said real estate, so as aforesaid devised, until her death which happened sometime during the year 1833, and that at the time of the death of the said Jacob Hershner the legacies bequeathed to the two daughters Sarah and Caroline (Mrs Eichelberger and Mrs Ditto) remained wholly unpaid, and still are encumbrances upon the said real estate as aforesaid, and that a balance was still due to Elizabeth (Mrs McGee) on her legacy which this