your Complainant Isaac Ankeny the second of said Real Estate containing 195 acres 3 rods and 4 perches as the abovesaid sale was reported to said Orphans Court on the 17th day of February 1857 by said Executor and after which were duly ratified. That since the purchase aforesaid by said Isaac Ankeny he the said Ankeny has sold the said portion of said Real Estate purchased by him to the said Abraham K Dill by agreement. No Conveyance for the same to him having yet been executed. Your Complainants further shew that the undivided fifth part of said Real Estate the said William Dill purchased in his lifetime and on or about the 1st day of April 1849 from his Brother a certain James B Dill of said County, by a parol contract which was as your Complainant believe and allege. Fully performed by said William and the purchase money for the same fully paid by payments in money and by undertaking to discharge certain Judgments of Joseph Frey binding said Land at the time of purchase and being the oldest liens thereon, and which are still binding said Land, at least for the amount of the principal and apportion of the interest, but as the Complainants expected for and the interest paid thereon by said William in his lifetime and his Executor since his death as against any former incumbrances on said Land the Executor of said said to said William and of the payments for by him is permitted in and by a Rule of Court made in your Honorable Court as a Court of Equity held by said James B Dill on the 16 July 1855 and numbered 1332 and the answer and proceedings thereunder still pending and wherein reference is made as an Exhibit thereto to show that the said William Frey paid the consideration for said one undivided fifth part of said Land as bought by him from said James B Dill to King into consideration said payment still binding said Lands and which must be paid by your Complainant therein William Dashiel Abraham K and Isaac as Executors of said said Land the said Judgment against Executor Revived by Scire Facias against them shown by short copies of said Original Judgments and of the Writs thereon with Exhibits and prayed to be taken as part of this Bill and Mark B.

Your Complainants further shew unto your Honor that subsequently to the rendition of said Original Judgments in favor of said Frey but before the sale by said James B to said William of said two undivided fifth parts of said Lands the said James B Dill entered a Judgment in Washington County Court at November Term 1847 in favor of a certain Cyrus Huston for the sum of four thousand Dollars, with interest from the 27 day of May 1839 and costs of suit, subject to credits and withdrawals thereon either in the mode or to the following effect All Credits made to appear to D Nesbitt to be allowed" which Judgment was confessed under a power of Attorney executed by said James B and filed, in said case at the time and term said Judgment was so confessed which Judgment appears on the 27 day of November 1847 stands at No 166 on the appearance Docket of said term a short Copy of which Judgment and a copy of said power of Attorney with the entries on said Judgment are hereunto exhibited marked C and prayed to be taken as part hereof. Your Complainants further shew to your Honor and now charge and allege that the said said Judgment was confessed as aforesaid, by said James B Dill, the Defendant with same intent to defraud the said Cyrus Huston a large amount of money and indebtedness due and owing at different times, amounting in the aggregate to the sum of four thousand four hundred and twenty dollars. That he had also paid to the

Wife of said Huston at different times the sum of three hundred dollars and took her receipt for the same herewith exhibited marked D in the expectation that the said Huston would allow them as a further credit on said Judgment and that the Wife of said Huston had been compensated by the said Husband to live apart from him, during which time the said James also paid for the brother, sister and an infant daughter supported and a home and nurse and family had a charge against said Huston for the same, but which was never allowed him. Your Complainants further charge and allege that of the above payments of four thousand four hundred and twenty dollars alledged to have been paid upon James said Huston himself the sum Huston has admitted only the sum of two thousand four hundred and twenty dollars to having left a paper to that effect in said Judgment with James Nesbitt Esquire to whom all credits were to be made to appear, a copy of which paper is herewith exhibited marked E and prayed to be taken as part hereof for all which payments the said James holds the receipts of said Huston with the exception of one but which order not disputed as stated; but the said Huston refused to admit or allow a certain other receipt for the sum of two thousand dollars and dated March 10th 1845 when the same was produced by said Nesbitt and claimed as a credit to be endorsed on said Judgment under the agreement and reference endorsed on said Judgment as aforesaid. Your Complainants further shew that nothing was due under said entry for the allowance of credits by said Nesbitt, beyond the filing of said papers of the Credits which said Huston was willing to admit, or did admit, until the period of three years was permitted to elapse from the rendition of said Judgment when, and to March term 1853 of the Circuit Court for Washington County a scire facias was issued by said Huston to revive said Judgment no credits as yet having been ascertained or entered on said Judgment. That pending said Scire Facias efforts were made by said James B Dill to have all the said Credits allowed and among other proceedings in said Scire Facias a Commission to take proof was issued to the City of Pittsburg in Pennsylvania, where said Huston resided and under said Commission which was duly executed and returned, a large body of proofs taken in relation to said two thousand dollars receipts, as well as to payments made subsequently to the rendition of said Original Judgment and the understanding between the parties thereto in their respective Counsel that so much of said proof as related to said receipt for $2000 Col being a payment prior to the rendition of said Judgment should be submitted to and passed upon by said Nesbitt under the power vested in him by the parties to said Judgment to ascertain the Credits to which said Judgment was entitled at the time it was entered as aforesaid to wit on the 27 day of November 1847. Your Complainants further shew that several Continuances took place from term to term on said Scire Facias, and pending its progress, and before the said Nesbitt had ascertained and entered the Credits which said Judgment was entitled to the said Nesbitt declined to act any further in the premises and resigned the powers to him, and his refusal to act was entered upon the proceedings in said cause, and appears by entry on said Original Judgment as shown