James B Dillo
vs
William Dillo

Ordered by the Court this 26 day of January 1857 that Hannah Dillo Widow Jerome N Dillo Abraham R Dillo Gustavus M Dillo Executors and devisees and William T Dillo Walter S Dillo Greenbury De Witt Dillo Mellen C Dillo Ellen Jane Anthony and Isaac Anthony devisees and heirs at Law of William Dillo deceased be made party defendants to this suit in place of said William Dillo deceased and that they be summoned accordingly provided said summons be served on them before the 30th January 1857 and be made returnable to the next Term of this Court.

Thomas Perry,
Clerk

Answer of Defendants filed in Court this 1st day of March 1857 to the Sworn Bill and Return of James B Dillo in No 1353 Equity W.H.

James B Dillo
vs
Hannah C Dillo Jerome N Dillo Abraham R Dillo and others devisees, and representatives of William Dillo deceased,

The joint and several answer of Hannah C Dillo, Widow and Jerome N Dillo Abraham R Dillo Gustavus Mellen Dillo William T Dillo Walter S Dillo Isaac Anthony and Ellen Jane Anthony his Wife, which said Jerome N Abraham R Gustavus M William T Walter S and Ellen Jane, are children and devisees of William Dillo late of Washington County deceased the three first named of said children being also the Executors of his Testament and last Will of said William Dillo their Father to this Bill and petition filed in the above cause.

These Defendants saving and reserving to themselves all manner of Exceptions to the various errors uncertainties and insufficiencies in the said Bill of Complaint and petition contained for answer thereto or to such parts as it is material for them to answer answering say that said Bill of Complaint was filed against the said William Dillo in his life time, and that before the said William appeared thereto or answered the same he departed this life as stated in said petition, having executed his testament last Will, which has been duly admitted to probate by the Orphans Court of Washington County a copy of which is exhibited with said petition marked A which they admit to be correct and that Letters Testamentary thereon were also in due form granted by said Court to the Executors named therein viz the said Hannah C Dillo Abraham R Dillo and Gustavus M Dillo three of these defendants who answer herein as well in their own rights as in their rights as Executors. They further admit that the said William Dillo left the Widow and children named in said petition who are entitled under the provisions of said Will and who all reside in Washington County aforesaid, and who are all of full age over twenty one years except Greenbury De Witt and Mellen C Dillo who are infants under that age. They further admit that the said Ellen Jane is intermarried with the said Isaac Anthony These Defendants further answering say that they admit that Abraham Dillo named in said Bill of Complaint was seized of the Real Estate mentioned in said Bill and Exhibits thereunto marked A and B and that he departed this life intestate as therein stated leaving the aforesaid his first children and heirs at Law therein named of whom the Complainant and the said William T Dillo were two and that the Complainant

became thereupon entitled to and seized of the undivided fifth part thereof as a tenant in common with the other Heirs of said Abraham They further admit that Cyrus Hinslea and Nancy Hinslea his Wife (which said Nancy was one of the Heirs at Law of said Abraham and entitled also to an undivided fifth part of said Real Estate) did sell and convey their said undivided fifth part to the Complainant at the time and by the deed mentioned in said Bill of Complaint which deed is marked Exhibit C with said Bill and that after the date thereof the said Complainant was seized of two undivided fifths parts of said real Estate. These Defendants further answering say that they admit that the said William Dillo did afterwards and about the time mentioned in said Bill purchase from the Complainant his said undivided two fifths of said Real Estate in fee simple, and for the sum mentioned in said Bill but whether the sale was for cash or not they do not know and are not prepared to admit, nor do they know whether such contract of sale was in writing, signed by the parties or not never having seen or heard of any such contract in writing, but they admit that the said William Dillo had and enjoyed the possession of said two undivided fifth parts of said Real Estate from and after said purchase and continuously down to his death. They aver that the said William paid to the said Complainant on account of said Land so sold and at or about the time of sale the sum of Three Thousand one hundred dollars and not merely Three Thousand dollars as stated in said Bill) for which payment these Defendants hold and will produce when necessary the receipt of the Complainant bearing date the 8th day of April 1849. These Defendants further answering say that at the time of said sale and purchase the said Complainant was largely indebted to divers other persons and among them to Henry and Joseph Fiery Executors of Sabina Fiery and to Joseph Fiery himself by his judgment in Washington County Court rendered at March Term 1844 which were then unsatisfied and binding his said two fifths interest in said Real Estate sold to the said William and which except as to the interest paid, are still unsatisfied and binding said interest, that copies of which said Judgments are in words & figures marked D F and prayed to be regarded as part of this answer. That the principal of the said two Judgments amounts to the sum of Three Thousand two hundred and fifty seven dollars and twenty seven cents, and that the said Judgments and the said debt are mentioned in said Bill as being in favor of one Joseph Fiery the said Joseph Fiery now being entitled to them in his own right. That at the time of said sale there was a large amount of interest on said Judgments then in arrear and unpaid, which the said William thereupon to wit on or about the 1st day of April 1849 paid to or settled with the said Fiery amounting to the sum of seven hundred and twenty seven dollars and 88 cents or thereabouts which was so much also paid on said Land so sold as aforesaid. That the said William afterwards paid to the said Fiery the interest that continually accrued on said Judgments up to the time of his death, and that since his death his Executors have paid the further sum of one hundred and eighty dollars on account of said interest; That at the time of