that the said Lydia went into possession of all the estate real and personal of the said Jonathan and remained in possession of the same, except so much of the personal estate as she may have sold, until her death, which occurred about the time stated in said Bill.

This Respondent further answering states that he does not know whether or not the Complainants in said Bill mentioned and the other parties therein named as next of kin of the said Jonathan Plaind and otherwise as relatives of the said Jonathan Plaind and Lydia Plaind are next of kin or otherwise related as stated in said Bill, that he believes some of said parties to be as stated, altho' he has no certain personal knowledge, and in regard to others of said parties he has no knowledge whatever, but he states that so far as he is concerned, whilst he cannot admit, he does not desire to deny the allegations of said Bill of Complaint in respect of the parties as therein named or to make any question in relation thereto.

And this Respondent further states that the said Jacob Saylor left eight other children besides this respondent, all of whom are now living. And he further states that he is informed and believes that although the said Jonathan Plaind did not before the Execution of said last will, acquire the legal title by deed to his undivided moiety of the real Estate mentioned and described in the Complainants Exhibit No 3, yet that in fact before the Execution of said last will the said Plaind had contracted for the sale of a farm on which he then resided, and intended to invest the purchase money to be received for the same, in other real estate and said purpose and intention was in actual Existence when said will was Executed, and that in and about the same date as then shortly before or shortly afterwards the said Plaind negotiated for the purchase of said real estate

in said Exhibit No 3 mentioned and entered into a contract for the purchase thereof, which contract was consummated by the acquisition of the legal title as is proven by said Exhibit No 3. — And this Respondent therefore states that when said Plaind Executed said last will he had in contemplation the transfer of the proceeds of sale of the real estate which he had contracted to sell but the legal title to which then vested in him to investment in the purchase of the lands in said Exhibit No 3 mentioned, and in and about said date actually negotiated for the purchase thereof, and consummated said negotiation in a contract for the purchase thereof prior to the date of said deed, and in pursuance of which said deed was Executed, and that in truth the same money for which he sold the real estate to which he had the legal title at the date of said will, but which he had contracted to sell was the purchase money for the said property in said Exhibit No 3 mentioned, and he states that these facts are explanatory of the language of said last will —

And further answering this respondent states that he is advised that whether or not the said Jonathan Plaind had acquired said property in said Exhibit No 3 mentioned prior to the date of the Execution of said last will and testament, under a true construction of said last will and testament the said real estate mentioned in said Exhibit No. 3 passed under the devises in said will contained in the same manner as the real estate mentioned in Complainants Exhibits No. 1 and 2, and did not go to the heirs at law of the said Jonathan as if the said Jonathan had died intestate therein. And this Respondent further answering states that he has no personal knowledge whatever in relation to said paper filed as Exhibit No 5 with said Bill of Complaint, and that he can make no admission or statement relative to the same — and that he has no personal knowledge whatever