

No 8727 Equity

and under claim of title continuously for more than twenty years before the bringing of this suit.

5. That the Defendants paid unto your Oratrix the sum of five dollars and agreed to pay the sum of five hundred and seventy dollars on or before the first day of April in the year 1911. at which time upon the final payment of the purchase price your Oratrix agreed to give unto the said Laura J. Jones and Harry H. Jones, her husband, a good and sufficient deed free from all taxes levied, liens and encumbrances all of which will appear by reference to said "Exhibit C".

6. That your Oratrix was executed and offered to deliver to Defendants her deed of conveyance of said real estate as described in said "Exhibit B". But said Defendants have refused to accept the delivery of said "Exhibit B" and have failed to comply with their contract "Exhibit C" and have failed to pay unto your Oratrix the residue of said purchase money due unto her, to-wit: the sum of five hundred and seventy dollars.

7. That according to the terms of said contract "Exhibit C" your Oratrix gave unto the Defendants "peaceable and absolute possession" of the real estate as described in said "Exhibit B" and "Exhibit C", and the Defendants are in possession of said real estate and have erected a two story brick dwelling house thereon in place of the wooden framed dwelling house which was on said real estate at the time of the execution of the contract "Exhibit C" and which wooden framed dwelling house has been removed and the parts thereof have been appropriated by the defendants to their own use.

8. That your Oratrix prays has done and performed all things agreed by her to be done and performed in accordance with said "Exhibit C", but that the Defendants have not done and performed the things agreed by them to be done and performed in the said "Exhibit C".

Wherefore your Oratrix prays your Honors for the following relief:

I pray that your Honors will pass the decrees of your Honorable Court as against said Defendants for the specific performance by them of their contract as set forth in said "Exhibit C" and that said Defendants may be decreed to bring into your Honorable Court and pay unto your Oratrix the sum of five hundred and seventy dollars with interest thereon from the date April first in the year 1911 and receive therefor the delivery unto them of the deed "Exhibit B".

And