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| Imogene E. Byrn and Samuel L. | ▪ | No. 6812 | Equity. |
| Byrn, her husband, and Cloyd | ▪ | | In the Circuit |
| Lewis, | ▪ | Court for Frederick County, | |
| | ▪ | in Equity. | |
| vs. | ▪ | | |
| R. Rush Lewis | ▪ | | |

The Answer of R. Rush Lewis to the Bill of Complaint of Imogene E. Byrn and Samuel L. Byrn, her husband, and Cloyd Lewis, filed against him in the above entitled case.

This Respondent for answer says:- That he admits the matters and things alleged in said Bill to be true; but further answering said Bill this Respondent says that by the terms of the written agreement of sale mentioned in, and filed with, said Bill of Complaint, the said Plaintiffs agreed to sell and convey to this Respondent all their undivided right, title, interest and estate, free of encumbrances, in and to the tract of land therein mentioned, present and prospective, vested and contingent, in possession and in remainder, including every possible future interest in said property which may accrue to the said Imogene Byrn and Cloyd Lewis, or either of them, by right of survivorship under the terms of the will of Jacob Lewis, deceased, upon the death of either of them, or of this Respondent, without leaving lawful child or children then living, the intent being to vest in this Respondent the absolute indefeasible fee simple title and estate in and to the whole of the aforesaid tract of land, except the undivided one-fifth thereof devised to Elizabeth Lewis by the said will, as will appear by said agreement; that this Respondent is in doubt as to whether, by a true and proper construction of the said will of Jacob Lewis, deceased, a certified copy whereof is herewith filed marked "Exhibit J. L.", the Plaintiffs can convey to this Respondent the absolute indefeasible fee simple ^{title} in and to the undivided four-fifths of said land proposed to be conveyed in said agreement; and so this Respondent says that he has refused and still refuses to accept the deed and pay the sums of money stipulated for in said agreement because the Plaintiffs