

No. 6277. Equity.

The object of this Suit is to procure the specific performance of a Written Contract, under seal, executed by the Plaintiff and the Defendants on the 22nd day of May A.D. 1894, in which the Defendants agreed to purchase from the Plaintiff a certain farm in Frederick County, Maryland, and pay her therefor an annuity of \$330 per year commencing from the 1st day of September A.D. 1893. There are numerous provisions and stipulations in said Contract in relation to the payment of taxes; to keeping the property insured; to keeping the buildings in repair; in relation to a mortgage on the property and several of the same, and payment of the interest thereon; and the forfeiture of said Contract upon certain conditions. The Plaintiff agrees within a reasonable time to convey the property to the Defendants subject to the conditions of the Contract; and upon the death of the Plaintiff "said annuities are to cease" and "the property is then to be absolutely, in fee simple that of the Defendant his heirs and assigns." The Plaintiff alleges that she "is ready and willing and hereby tenders and offers to comply with all things agreed by her to be done in and by said articles of agreement, and refuses to comply, alleging that he so refuses, because he doubts the Plaintiff's right to convey the property, and doubts her absolute ownership of the same."

The facts alleged in the bill, as forming the Contract, are admitted by the Defendants in this answer and he refuses to perform his part of the agreement only because he doubts whether the Plaintiff's said conveyance to them is a good title to the farm in question. The Plaintiff's title comes from her husband through her deceased son, J. Thomas Davis by his last will, executed in due form to pass real estate, and duly probated and on record in the office of the Register of Wills for Frederick County, devised as follows: "I give, bequeath and devise the farm I now own, located in Frederick County, State of Maryland, to my wife Anna M. Davis for and during her natural life, and after her death to my son J. Thomas Davis his heirs and assigns forever; giving to his wife, the present Plaintiff a life estate in said farm and to his son, J. Thomas Davis the Remainder in fee. Upon the death of the testator, the whole title to the farm vested in his widow, (the Plaintiff) and her said son. After the death of the father, his son, J. Thomas Davis, the remainderman, departed this life intestate, unmarried, without issue, leaving no brother or sister of the whole or half blood, or