

No 872 T. K. quitis.

They have declined to accept the delivery of said Deed Exhibit F and to pay the residue of the purchase money of five hundred and Seventy Dollars until the Plaintiff performs her part of the Contract by executing and delivering to these Defendants a good and sufficient Deed to the property therein mentioned,

6. That they deny that the Plaintiff has given or can give them "Feeable and absolute possession" of the property mentioned in Exhibit F and C, as alleged in the Seventh paragraph of said Bill, and while they admit that, with the permission of the Plaintiff and after the execution of the Contract, "Exhibit C" and before the execution and delivery of the Deed "Exhibit F" they entered into possession of the property and had erected a two-story Brick dwelling-house thereon, as mentioned in said paragraph Seven, yet in so doing they relied upon the representations, promise and Contract of the said Plaintiff to give them a clear title to and lawful possession of the property; and that, believing and feeling that the Plaintiff would and could fulfil her part of the Contract, as aforesaid, because of her repeated assurances to this effect made to them as they ever they did the acts heretofore mentioned and set forth in paragraph Seven, in ignorance of the real condition of the Plaintiff's title to the property, which they did not discover until afterwards.

7. That they deny the allegations contained in paragraph eight of said Bill, and say that the Plaintiff has failed to perform her part of the Contract as hereafter shown, and it is because of her failure in this respect that the Defendants declined to accept the Deed "Exhibit F" and pay the residue of the purchase money.

8. That, answering further and generally said Bill, these respondents say, that the Plaintiff agreed to convey unto the Defendants, as appears by the Contract "Exhibit C", the property by "a good and sufficient Deed free from all taxes levied, liens and encumbrances", which agreement, as these Respondents are advised and aver, contemplated and was understood by these Respondents to mean a clear valid and marketable title; that, instead of the Plaintiff fulfilling her obligation in this respect, and delivering a good and sufficient Deed to these Defendants, she offered the Deed "Exhibit F", which, these Respondents are advised and aver, does not convey a perfect title to the property but, on the contrary, as appears therefrom, transfers away defective title; that the Plaintiff claims title to the property by virtue of the fact that her husband, Miles A. Abrecht, was seized and possessed of the same in his life-time, and who acquired his title under his father, William Abrecht alias Ebrecht; that, as shown in the deed "Exhibit F", the said William Abrecht alias Ebrecht obtained the property by two Deeds, dated respectively June 23rd 1853, and May 27th 1861, and executed by Joseph Knox, Administrator etc, and Lewis K. and Henry M. Nickoloff, recorded in Liber F. G. F. 1106, folio 714 and 715, one of the Land Records of Frederick County; that said Deed executed by Joseph Knox Administrator, etc., dated June 23rd 1853, aforesaid, purports to bargain and sell unto the said William Abrecht the "ground or quit rent on Lot No. 26, in the City of Frederick, etc.,