

NO. 8967. Equity.

which after reciting the provisions of the will of the said Eli Davis deceased, in reference to the trust estate above mentioned and that said testator's son Isaac T. Davis was then advanced in years, and unable to farm said lands in the manner in which they should be farmed, and to give them the care attention which they required, and was unable advantageously to lease them, and that it was necessary and desirable that some arrangement should be made whereby the said Isaac T. Davis could be better provided with the comforts and necessaries of life, and whereby those entitled to said lands in remainder might have a reasonable assurance of receiving some substantial benefit therefrom over and above the charge imposed thereon by said will as in said agreement, and deed set forth, and that the said Isaac T. Davis, and R. Lee Davis had entered into an agreement whereby said lands had been leased by said Isaac T. Davis to said R. Lee Davis for and during the residue of the life of the said Isaac T. Davis, the said R. Lee Davis agreeing to pay as rent therefor the taxes and insurance on said lands, and improvements, to pay the said Isaac T. Davis the sum of \$150.00 per annum, and in addition thereto to pay the annual interest on the charge aforesaid, and to furnish to said Isaac T. Davis a dwelling house on said lands, in which the said Isaac T. Davis might live during the residue of his life, and to furnish to the said Isaac T. Davis fire wood, and spatterage for one horse and car, so long as the said Isaac T. Davis should have need of the same; which was recited in said deed and agreement, the said R. Lee Davis had been induced to enter into in consideration of the subsequent execution of said deed and agreement, the said Ellen Davis Gaither and William Gaither, her husband, Louis M. Davis, Charles S. Davis, and Jesse R. Davis, his wife, and Rachel M. Davis did in consideration of said recited promises, and in consideration of the said R. Lee Davis leasing the above mentioned lands, for the residue of the life of the said Isaac T. Davis, and paying therefor the rent above mentioned, and in further consideration of the said R. Lee Davis agreeing to assume and pay all debts due or owing by said Isaac T. Davis on the 1st day of April 1905, and of the further stipulations and agreements of the said R. Lee Davis subsequently set forth in said agreement, and did ratify and confirm said lease from Isaac T. Davis to R. Lee Davis and did covenant and agree with the said R. Lee Davis, that if for any reason the life estate