

No. 8967. Equity.

Charles S. Davis and Jennie V. Davis, his wife,
 and Richard M. Davis, his son, in Consideration of
 the promises therein recited, and of the said R. Lee
 Davis leasing said lands for the residue of the
 life of the said Isaac T. Davis, and paying the
 rents in said lease provided, and in further
 Consideration of the said R. Lee Davis agreeing
 to assume and pay all debts due or owing
 by Isaac T. Davis on the 1st day of April, 1865
 and of the further stipulations and agreements
 of said R. Lee Davis subsequently set forth in
 said agreement, ratify and confirm said lease
 from Isaac T. Davis to R. Lee Davis, and
 did, among other things, for the Considerations
 aforesaid, and the further Consideration of the
 sum of Six Hundred Dollars (\$600.00) to be
 paid within sixty days after the death of said
 Isaac T. Davis, to the said Ellen Davis Gutter
 and of a like sum to be paid in like manner within
 a like time, to said Jennie D. Davis, and to the said
 Charles S. Davis, and to said Richard M. Davis
 Covenant and agree to convey to said R. Lee Davis
 all and every vested interest which they or either
 of them should acquire or become possessed
 of at the death of said Isaac T. Davis, in and
 to said lands, and did convey, assign, transfer
 and set over unto said R. Lee Davis, all and
 every right, title, interest and estate which they
 or either of them had, in and to said lands,
 and did further Covenant and agree, among other
 things, that they and each of them would, upon payment
 of said respective sum of Six Hundred Dollars (\$600.00),
 execute such deed or deeds, agreements, conveyances or
 paper writings as should be necessary or proper to convey,
 and vest in said R. Lee Davis any and all right,
 title, interest and estate which they or either of them should
 become possessed of, in and to said lands, under the will
 of said Eli Davis, deceased; that the said R. Lee Davis
 had heretofore carried out and performed the Covenants, now
 his part to be performed, and has done the things to be
 done by him under the provisions of said lease from Isaac
 T. Davis to him, and under the provisions of the agreement
 and deed above mentioned between him and his said
 brothers and sisters, and those respondents admit that
 James A. Davis, to whom, under the provisions of the
 will of said Eli Davis, deceased, there was to be paid
 the sum of One Hundred and Thirty-three Dollars
 and forty-three cents (\$133.43), upon the death of said
 Isaac T. Davis, departed this life, prior to the death