

Newman, in Frederick Maryland, on Wednesday, the 24th day of March, 1915, at the hour of 9.30 o'clock A. M., that I did not desire to attend the taking of ^{said} testimony and did not attend; and I hereby waive any right that I may have had to be present at the taking of said testimony.

Witness-

John H. Fleetwood.

L. P. Lucas.

EQUITY SUBPOENA.

State of Maryland, Frederick County towit--

The State of Maryland--

To John H. Fleetwood, Brunswick, Frederick County, Maryland, of Frederick County, greetings--You are hereby commanded, that all excuses set apart, you personally appear before the Judges of the Circuit Court for Frederick County, sitting as a Court of Equity, to be held at the Court House in Frederick, in and for Frederick County, on the first Monday of February 1915, to answer the Bill and Complaint of Thomas Albert Sigafoose Vs. John H. Fleetwood.

(Bill for Specific performance of Contract) against you in said Court exhibited, and so forth. Hereof fail you not, as you will answer the contrary at your peril.

Witness the Honorable Hammond Urner, Chief Judge of said Court, the 4th day of January A. D. 1915.

issued the 30th day of January A. D. 1915.

To the Sheriff of Frederick County.

Clerk

John S. Newman, Solicitor.

Court Seal.

ANSWER OF JOHN H. FLEETWOOD.

The answer of John H. Fleetwood to the Bill of Complaint filed against him in this cause--

This respondent answering said Bill answers and says--

1st. That he admits entering into the agreement dated January 9, 1915, for the purchase of the real estate mentioned and described in the Bill of Complaint filed in this cause; which agreement is filed as exhibit J. H. F. to said Bill.

2dly.--That he was at the time of entering into said Agreement, and is now, willing to purchase said real estate on the terms set forth in said written agreement, provided he obtains a good and marketable title to said real estate.

3d. Further answering said Bill this respondent says, that he has been advised and so charges, that the said Thomas Albert Sigafoose is unable to convey to him a good and marketable title to said real estate, because the deed under which he the said Thomas Albert Sigafoose claims title is defective, it being the deed from James Taylor et. al, to Thomas Albert Sigafoose, under the name of Thomas Albert Sigerfuse, a certified copy of which is filed as exhibit T. A. S. to said Bill.

4th. This respondent further answering says that if the said Thomas Albert Sigafoose is able to convey to him a good and marketable title to said real estate, by a good and sufficient deed, free, clear and discharged of all liens and encumbrances, he is ready and willing to complete his purchase; otherwise he is unwilling to purchase said real estate; and as above stated, he alleges that the said Thomas Albert Sigafoose is unable to convey to him a good and marketable title.

John H. Fleetwood.

GENERAL REPLICATION.

The plaintiff joins issue on the matters alleged in the answer of John H. Fleetwood, so far as the same may be taken to deny or avoid the allegations of the Bill

John S. Newman, Solo. for Pltff.