

SIXTH: That your Orator has made an advantageous sale of the said property so agreed to be sold to the defendants, but the consumation of said subsequent sale has been defeated by refusal of the purchaser to accept a title thereto so long as the said agreement (Exhibit A) remains on record unrevoked and uncancelled, that while the defendants have not in fact any claim upon or right in the property mentioned in said contract, as a matter of fact the existance of the said contract so recorded, constitutes, and is such a cloud upon your Orator's title to his said lands that the same are practically useless to him for marketable purposes.

Your Orator has been unable to procure from the defendants a voluntary relinquishment of their rights as they appear upon the face of said record, but which do not exist in fact, because said defendants are non-residents and their whereabouts are unknown.

To The End Therefore.


1st: That the aforesaid contract and agreement by and between Will F. Clabaugh and the Defendants may be by this court revoked, cancelled and set aside, and the record thereof be vacated and your Orator be decreed to hold and enjoy his property described in Exhibit A unaffected thereby, and

2nd: That your Orator may have such other and further relief as his case may require.

And your Orator prays for the following process:

That an Order of Publication may be passed, in the usual form, giving notice to the non-resident defendants and their heirs, of the subject and substance of the Bill of Complaint, and warning them to be and appear in this Court, either in person or by solicitor, on some day certain to be named therein, and show cause, if any they have, why the relief prayed for should not be granted.

And as in duty bound, etc.

  
Solicitor For Complainant