

ed by the defendants by purchasing certain tract of land which was conveyed to said defendants in 1951.

5. That said option contained what is called " a further option of the refusal to purchase the remainder of the grantors' land on the southerly side of the aforesaid easment of the State and road and West of the described parcel herein as well as the aforesaid strip of land on the south side of the parcel hereby described" as will appear from reference to said option herewith filed and marked " Exhibit B".

6. That your complainants has an offer and entered into a contract to said said remainder, which contains about 35.9 acres, for the purchase price of \$26,063.40; and the defendants were advised of said offer and contract, by registered mail on November 8th, 1958, as will appear from a copy of said notice, which is herewith filed and marked "Exhibit C".

7. That notwithstanding the notice to the defendants received on November 10, 1958, the defendants have refused to exercise ~~ix~~ their alleged option.

8. That said option was recorded in the office of the Clerk of the Circuit Court for Frederick County on October 21, 1958, and constitutes a cloud on the title of your complainants which seriously interferes with the sale of said lands., and there is no adequate remedy at law.

Wherefore your complainants pray for the following relief:

1. That a decree may be passed declaring these complainants have the absolute ownership of the property mentioned and the right of disposition of said lands.

2. That an injunction against the assertion of by the defendants of their said claim, by any action at law or in equity.

3. And that your complainants may have such other and further relief as may seem equitable.