

entitled to a sale thereof to enforce any alleged lien in favor of the Deft. He denies that the value of the property has been reduced to \$25. or that it would be unjust or inequitable to rescind said contract of purchase. Wherefore &c

Paragraph 3;

Plff denies that it will be necessary to refer this case to a Commissioner for any purpose. He denies that the insurance company paid Deft the sum of \$100. but avers that the Plff paid the Deft \$100. He denies that at the time of the alled rescission, the lot was worth no more than \$25. He denies that during the time he occupied the premises, or at any time he committed waste thereon, or destroyed any part of the house or fencing on said lot, or negligently permitted or allowed the same to be destroyed to the extent of \$30. or any other sum. He denies that he collected \$50. insuranceon said house, but avers that the same was insurance on his furniture. He denies that there is now no house on said property. He denies that the Plff is chargeable with the value of the lot in the sum of \$150. or insurance collectedon house,alleged to be \$50. or 20 months rent at \$3.00 a month,or waste on property to the amount of \$30. or any sum He denies that the foregoing statement of account in Deft's answer is equitable or just,or that it would be inequitable to allow Plff to receive t he value of the improvementson the property, and,in addition recover the amount paid as a consideration for it. He denies that th vacant lot was,at the time,or is now, worth no more than \$25.

Wherefore &c,

J.F.Vanarsdall and E.H.Gaither

Attys for Plff