

paid thereon in work ~~\$250.00~~ \$25.00, which amount was paid prior to Nov. 1, 1913, ^{and has tendered no offer to do other work but has promised to pay balance in cash} leaving due thereon at that date \$137.00 including interest; that the plaintiff, ~~xi~~ had the property insured in his own name for \$150.00, and it burned down during the month of November, making a total loss; that the insurance Company, having notice of his lien thereon, paid direct to him the sum of \$100.00 of the ~~purchase money~~ insurance money; that this was paid under an agreement between plff and this deft that he would credit this amount on the purchase money and would ^{in a reasonable time thereafter} make to plff a deed for the lot retaining a lien on the lot for the balance of \$37 which amount he would allow him 2 years to pay in; that he has, ^{then} and ^{had}, a good and sufficient legal title to said lot of ground, and could invest plff with a good and sufficient title thereto; that he has at all times, since the collection of the insurance money, been ready, willing and able to convey to the plff a good and sufficient title to said lot, and has offered to him to convey the same to him retaining a lien for said \$37.00, but the plff refused to accept such a conveyance thereof, and refused to accept any conveyance of said lot; and he now tenders to the plff a deed of conveyance to said lot retaining a lien thereon for said sum and tenders the same in court and asks that he be required to accept the same; ^{that Plff is totally insolvent}

He says that by reason of all the foregoing he has a purchase money lien on said tract of land to secure the payment of said \$37.00, and costs and interest thereon and that he is entitled to a sale thereof to enforce his lien thereon.

He says that the plff never offered or demanded a rescission of the contract of purchase until after the house was burned, which reduced the lot to a value of not more than \$25.00, and it would now be unjust and inequitable to allow the Plff to rescind said contract of purchase.

He says that said lot is bounded and described thus;

Bounded

~~Wherefore the court has rendered judgment in favor of the plaintiff and against the defendant~~

on North by lands of Newton Curod; on the East by lands of Christine Ray; on the South by ~~lands of~~ the County Road; and on the West by lands of B. H. B. Allen (now Curod) containing one-half acre more or less.