

paid thereon in work \$25.00, which amount was paid prior to Nov. 1
~~and has tendered no offer to do other work but has promised to pay balance in cash~~
1913, leaving due thereon at that date \$137.00 including interest; that the plaintiff, ~~xx~~ 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 ~~in a reasonable time thereafter~~ the purchase money and would 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 Ruff 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; ~~Wherewithal~~ ^{Bounded}

on North by lands of Newton Curd; on the East by lands of Christine Ray; on the South by ~~lands of~~ the County Road; and on the West by lands of ~~BB&BC~~ all in (now Curd) containing one-half acre more or less.