

MERCER QUARTERLY COURT

S. W. Ramsey,

Plff.

-vs- Petition

Preston S Neal,

Deft

The Plff, S W Ramsey states that on or about March 1st 1912 he entered into a contract with the Defendant Preston S Neal, whereby Deft sold him a house and lot, situated near Curdsville in Mercer County, ^{adjacent to Martin Curve}, ^{W. Va.}, consisting of a half acre of ground, more or less, for the sum of \$150. and placed him in possession thereof on said date. the consideration therefor to be paid in work for the Defendant, the same to be done by Plaintiff ~~and~~ when called on by Deft, deed to be made by Deft for said property when paid for in work, as before stated.

He states that he did work for the Deft under said contract to the amount of \$27.50 and erected improvements on said lot to the value of \$100. and had the dwelling thereon insured in the sum of ~~\$200.00~~ ^{for} ~~for~~ ¹ ~~furniture~~ that on or about Nov 30th 1913, said dwelling was burned and on settlement with the insurance company the estimated loss agreed on by the Plff with said Company was \$200. which amount was paid to C E Rankin Atty for Deft under an agreement between Plff and Deft that when deed was made by the Deft to the Plff for the said lot, the ~~and~~ ^{at} ~~paid time~~ sum of \$100. thereof was to be paid to the Deft, and Deft agreed that before the \$100. should be paid to him he would make the Plff the deed mentioned. Plff says that on or about Dec 24th 1913 the said Rankin, without authority and without the knowledge or consent of Plff paid to the Deft the sum of \$100. out of said insurance, without receiving any deed to the ~~the~~ ^{max} property for Plff from the Deft, as had been previously agreed on, which payment was contrary to the said agreement and in violation of said contract.

Plff states that the Deft had not made to him a deed at said