

MERCER QUARTERLY COURT

S.W.Ramsey,

Plff

-vs- Amended Petition.

Preston S.Neal,

Deft

The Plff, by leave of Court, amends his petition herein, and states that his contract with Deft, mentioned in the petition, was verbal, and that at the time of the settlement of the loss, by fire, made with the insurance company, the Deft verbally agreed with the Plff that if he would pay him \$100. of the amount due from the insurance company he, the Deft, would immediately make to the Defendant a good and sufficient deed to said land, with Covenant of General Warranty of title, and wait upon Plff two years for the residue of the purchase money, under the original contract, amounting to \$22.50.

He states that by reason of the facts set forth in the petition and the failure of Deft to comply with his promises, in reference to the deed, and his indifference to the rights of Plff in the premises, he now renounces both of said verbal agreements and asks the Court to disregard and decide the case ~~xxxxxx~~ the same upon equitable principles. He prays as in his petition and for all relief to which ~~he~~ in equity, he may be entitled.

J.F.Vanarsdall

E.H.Gaither,

Attys for Plff