

MERCER QUARTERLY COURT

S.W.Ramsey,

Plff.

-vs- Reply.

Preston S. Neale,

Deft

The Plff, S.W.Ramsey, for reply to the second paragraph of Deft's answer, denies that the Deft sold the lot to him for \$150. with 6% interest from Mch 1st 1912, or with the privilege to the Plff of paying one half in work; he denies that there was any valid sale of said lot to the Plff. He says it is true that the Plff has done work for the Deft in the sum of \$25., but he denies that said work is a credit on any contract between the Plff and Deft; he denies that there is due the Plff \$137. or any sum; He denies that the insurance company had any notice of any lien of the Deft on said property, or that Deft had any lien thereon for any sum, or that the insurance company paid said insurance directly to the Deft. He denies that under any agreement between Plff and Deft, the Deft was to make a deed to Plff in a reasonable time after said payment, or at any time except as stated in the petition. He denies that the balance, after the payment of the \$100. and work, as stated in petition was \$37, or any greater amount than \$22.50 He denies that the Deft then had or has now, a good and sufficient legal title to said lot, or that he could then or now invest Plff with a good and sufficient title thereto. He denies that the Deft has at all times, or at any time since the collection of the insurance money, been ready, willing or able to convey to the Plff a good and sufficient title to said lot, or that he has offered to convey the same to him, or that the Plff has refused until the filing of this suit to accept such a conveyance, at which time he abandoned the verbal contract and agreement set forth in the petition. He denies that by the facts stated in the answer, or any other facts that the Deft has a purchase money lien on said tract of land to secure the payment of \$37. or any other sum, or that he is