

SINGLEY v. CROOM.

4-7863

193 S. W. 2d 482

Opinion delivered April 1, 1946.

Rehearing denied April 22, 1946.

1. APPEAL AND ERROR.—Where, in appellees' action to enforce a contract for the sale of land defended on the ground that the title tendered was not merchantable as required by the contract, the abstract is insufficient to enable the court to determine whether the trial court erred in directing specific performance, the appeal will be dismissed for failure to comply with rule IX.
2. APPEAL AND ERROR.—The presumption on appeal is that the judgment rendered by the trial court is correct.

Appeal from Sharp Chancery Court, Northern District; *J. Paul Ward*, Chancellor; appeal dismissed.

Edward S. Maddox and *M. P. Watkins*, for appellant.

E. D. Viner, Smith & Judkins and *W. M. Ponder*, for appellee.

HOLT, J. Appellees brought this suit to enforce the specific performance of a contract to convey certain tracts of land in Sharp and Fulton counties. The suit was defended upon the ground that the title tendered was not merchantable as the contract of sale required that it should be. The court found that it was, and the relief prayed was granted and performance of the contract was ordered, and from that decree is this appeal.

The record before us has not been sufficiently abstracted to enable us to determine whether the court was in error in holding that the title tendered was in fact merchantable and the presumption being that the decree of the court was correct, the appeal must be dismissed for non-compliance with Rule 9, and it is so ordered.