

Mercer Quarterly Court.

J. T. Ingraham Plaintiff.

-v- Reply. His credit for all property there still remains due to

William J. Fisher Defendant.

1....Plaintiff for reply herein denies that he is indebted to the deft in the sum of \$100.50 or any sum, or at all, or as shown by an itemized account filed with his answer; admits that defendant did furnish his car for plaintiffs use ^{amounting to \$51.50} but as stated in the second paragraph; denies that that defts account, or the amount claimed by his is just, or that the amounts charged are reasonable.

Denies that he violated any agreement not to engage in livery; denies that he agreed not to engage in livery, but admits that he agreed not to engage in livery with his cars, until defendant was unable to take care of the livery with his car; denies that he has on various occasions or at all hired to different or any parties, cars, or that he deprived defendant of any business which he would have otherwise secured, denies that deft has been damaged by reason of any violation of any contract in the sum of \$50.00 or any sum or at all.

2...Further replying, plaintiff says that he and the defendant entered into a verbal agreement by which plaintiff was to use the car of the defendant in taking persons from point to point, and that in return for the use of same, plaintiff was to pay credit defendant's account with such amount as was realized from the use thus made of the car, after first paying the expense of chauffeur and gasoline, the amount to be