

Mercer Quarterly Court.

Claude Whitenack

Plff.

-v- Answer and counter-claim.

Martin Garge & Implement Co,

Defendants.

1..... Comes now Martin Garage & Implement Co a corporation under the laws of the State of Kentucky, for answer admit that ~~they~~ sold the plaintiff an automobile at the price of \$950.00; it denies that said automobile was to be paid for \$100.00 cash, or \$55.00 per month, denies that it was to be paid for ~~the~~ <sup>it</sup> in any way except in cash on delivery of the machine; admits the plff paid ~~the~~ \$100 in cash on said machine, but deny that it was under any agreement that said sum was to be the only cash payment required on it; denies that it has failed or refused to deliver to plff the automobile purchased; denies that plff demanded possession thereof; denies that said machine under said, or any, agreement, was to be delivered immediately, or at all, on payment of \$100.00; denies that plff demanded said automobile on the date the suit was filed; denies that he has been damaged the sum of \$100 or any sum or at all; denies that it refused to deliver him the machine purchased; denies that it has ever refused to deliver him the machine purchased; avers that it has at all times, been, and now is, ready willing and able to deliver the machine to the plff upon his compliance with the terms of the sale.

Wherefore it prays to be dismissed with its costs and all proper relief.

2.....Defendant further answering, says that it sold to the plff the machine described for \$950.00 which was to be paid in cash on delivery of the machine that it has at all times been ready willing able, and now is, to deliver the

machine to the plaintiff upon his payment of the consideration, but it avers