

Mercer Quarterly Court.

Claude Whitenack-

Plaintiff.

--VS-- Reply.

Martin Garage and Implement Co-

Defendant.

The plaintiff for reply herein says that he denies that the defendant at any time has been ready, willing or able to deliver the machine to the plaintiff upon his compliance with the terms of the sale; he denies that the ~~defendant~~ consideration for the machine sold to plaintiff was to be paid in cash on delivery of the machine or that any part of it was to be paid cash except \$100.00., which was paid.

He denies that it was a part of the contract that the plaintiff was to pay for said machine in cash before it was delivered to him; he denies that by reason of the failure of plaintiff to take said machine when tendered to him or to pay therefor according to the terms of the purchase it has been damaged in the sum of \$101.00 or in any sum.

Wherefore plaintiff prays as in his petition and for all proper relief.

Jas. F. Vanarsdall.

ATTORNEY FOR PLAINTIFF.