

MERCER QUARTERLY COURT-

GOOD & SEMONIS-

PLFF'S-

VS- PETITION-

I.L.Me. Ginnis-

DFT-

The plaintiff, Good & ~~Mc. Ginnis~~ ^{Semonis}, state that they are partners in a hay baler and that their full names are J.G. Good & Roy Semonis and that ~~they~~ the defendant, I.L.Me. Ginnis, executed and delivered to them his certain promissory note of the date of January, 6, 1921, for the sum of \$170.00 with interest thereon from date until paid; that they kept said note in possession until some time in September, 1921, when they gave it to the defendant in consideration of a binder which the said defendant delivered to them and stated, represented, and guaranteed to them that he had a good title to and was the full owner of the said binder. He says that said representation, statement and guaranty was and is false and fraudulent and known so to be at the time it was made; that plaintiffs relied on said statement, representation and warranty and would not have given up said note except for same; that by reason of said false and fraudulent representations, statements and guaranties the title, right, property and interest in said note did not pass but remained and is now in said plaintiffs. That by reason of said note defendant is indebted to him in said amount with interest thereon from date, January 6, 1921. *Said binder was taken from them under a land mortgage known to defendant to exist at time of trade - 1*

Therefore plaintiff prays for a judgment for the sum of \$170.00 and interest thereon from the 6th day of January, 1921, for all costs of this action and for all relief to which they are or may appear to be entitled--special, general and proper.

Subscribed and sworn to before me by J.G. Good, January 18, 1922.

R. L. Black
Examiner Mercer County, Ky.