

Cou.Journal vs.Steele

Lou.Times vs.Steele

The whole account of the Courier is-\$86.76

" " " "	Times	"	\$62.30
			<u>\$149.06</u>

Credits given.

May 25-Courier Journal-\$50.86
" " -Lou.Times-----\$23.70
May 28-Cou.Journal-----\$15.30
Total given-----\$89.86

Steele swore that he sent no money to Lou-

isville but once. That covered the two items above, \$50.86 and \$23.70, in one check, amounting to \$74.56. He says that he made no payment of \$15.30, and knew nothing about that credit put there by the company. He claims, however, that he made two payments to the agent, one of \$13.00 plus \$9.00, making \$22.00 and some cents. Adding this to \$74.56, counting the claimed credits at \$23.00, we have \$97.56 as the total amount paid by him. This subtracted from the whole amount owing, would leave \$51.50 still owing by him.

He makes one other claim; that is, that the first 24 days of May, 1920, did not cover 4 Sundays. He was charged for the Courier for ~~4~~ <sup>4</sup> Sundays in May, 1920, when, in fact, he claims, he should have been charged with only 3 Sundays, as you couldn't get 4 Sundays from the first to the 24th in May, 1920.

An examination of the Calendar for 1920, shows that May came in on Saturday, the first Sunday being the 2d day of May; the second Sunday, the 9th of May; the third Sunday, the 16th of May, and the fourth Sunday, the 23rd of May.

Allowing every credit shown by the proof, Steele owes a balance of \$51.50.

If the court should give him credit for the \$15.30, which he disclaims, he would still owe the difference between \$51.50 and \$15.30, or \$36.20.

The burden being on Defendant to show payment, he must show how he has paid. Having failed in this, judgment must go for the amount not shown to have been paid.

J.F.V. for Plaintiffs.