

MERCER QUARTERLY COURT

Joe Sanders,

Plff

-vs- Answer of Sylvester Lewis.

Sylvester Lewis &c.,

Deft

The Deft Sylvester Lewis, for answer to the Plff's petition, says that it is true that he executed the note sued on to J.A Kyler, and that the said J.A Kyler, assigned the note as collateral security to the State Bank & Trust Company for the said note of \$430., but he says that in January 1913, when said note fell due he paid the same to the said J.A Kyler, and that the said Sanders had full knowledge that said note had been paid, and he says that the said Kyler, after the payment ~~of~~ by this Deft of said note, paid on the said note for which it was collateral, the amount received from this Deft and also amount received from another note paid off at same time, and that thereupon the said Sanders and the said Kyler, who were joint makers of the said note of ~~to~~ \$430. to the State Bank & Trust Co and were partners trading in the purchase of cattle and purchase of tobacco under the firm name of Kyler, Voorhies & Co, the said Sanders being a member of said Company, renewed said note as alleged, for \$332.18 which was the original note less the sum paid by this Deft in satisfaction of said note and other sums paid by the said Kyler. He says that said Sanders at the date of renewal of said note, knew that the said note of \$55. had been paid, but he says that by an oversight the same was not delivered to him and that the said Sanders knew that he was entitled to the same and renewed said note under said knowledge, and paid off the same after the failure of Kyler with a full knowledge that this Deft had paid said \$55. note and was entitled to the same. He says that the said Sanders by the credit and reduction of said original note, received the full benefit of Deft's payment of his said note.

Wherefore he prays to be dismissed and for his cost and for