

Plff

Joe Sanders,

-vs- Answer of Sylvester Lewis

Deft

J.A. Kyler &c

*Filed 1/8/11  
J.A. Kyler &c*

benefit of Deft, a payment of the said note by the credit and redemption of said original note, received the full \$22. note and was entitled to the same. He says that the said Sanders, partner of Kyler, with full knowledge that this debt had been said renewed said note under said knowledge, and being off the same after the end that the said Sanders knew that he was entitled to the same and being, but he says that by an over sight the same amount delivered to him date of renewal of said note, knew that the said note of \$22. had been other sums being by the said Kyler. He says that said Sanders at the said note less the sum being by this debt in satisfaction of said note and company, renewed said note as alleged, for \$335.18 which was the original sum of Kyler, Lockyer & Co, the said Sanders being a member of said firm in the purchase of coffee and purchase of tobacco under the full note of \$3 \$430. to the State Bank & Trust Co and were partners along the said Sanders and the said Kyler, who were joint makers of the said received from another note being off at same time, and that thereupon was collected, the amount received from this debt and also amount was by this debt of said note, being on the said note for which it said note had been said, and he says that the said Kyler, after the payment said J.A. Kyler, and that the said Sanders had full knowledge that said that in said said, when said note fell due he being the same to the State Bank & Trust Company for the said note of \$430., but he and that the said J.A. Kyler, assigned the note as collateral security said that it is true that he executed the note and on to J.A. Kyler, and that J.A. Kyler, assigned the note as collateral security, for answer to the Plff's petition,

-vs- Answer of Sylvester Lewis.

Joe Sanders,

Plff

NEEDS CLARIFICATION COURT