

Mercer Quarterly Court

Joe Sanders

Plff

-v- Reply

Sylvester Lewis &c

Depts

Plaintiff comes and for reply to the answer of Sylvester Lewis
sx denies that in Jany 1913, or at any time or at all or when said note
~~felixduehexpaidxxhasxxnextxxxAxxKyler~~ fe ll due that he had any know-
ledge that Sylvester Lewis had paid said note sued on to J. A. Kyler; deni-
es that J. A. Kyler ever paid on the note to the Bank the amount of money
received from Sylvester Lewis; denies that the money represented by the
note sued on was ever paid to the Bank or that plff ever got the benefit
thereof; denies that plff and Kyler were joint makers of ~~anyx~~ the \$430 note
or of any of the renewals referred to; denies that the #332.18 note was
given by Voorhies Kyler & Co, denies that said note of \$332.18 was the orig-
inal note less the amount of proceeds of the note sued on; denies that at
the time of the execution of the \$332.18 note that he knew that the \$55 note
had been paid to J. A. Kyler; admits that he learned that it had been so
paid long after that date; denies that by any oversight the note sued on
was not delivered to deft Lewis, denies that he knew that Lewis was entitled
to the same or renewed said note with knowledge with said or any knowledge;
admits that he paid the \$270.20 note to the Bank after learning from Kyler
that Lewis had paid him the \$55.00 note, but denies that Lewis was entitled
to said note or that he knew Lewis was entitled to same; denies that by
any credit or reduction in any note Plff received the full or any benefit
of deft's payment of his said note; denies that Lewis was entitled to his
note upon payment to Kyler.

Admits that Plff and Kyler were in the partnership
C.E.Rankin for Plff.