

Mercer Quarterly Court.

Combe Printing Company,

Plaintiff.

--VS-- Answer & Counter Claim.

F. C. Chelf,

Defendant.

The defendant F.C.Chelf for answer to the plaintiffs petition herein denies that the plaintiff Combe Printing Company is a Corporation created and organized under the laws of the State of _____ with principal office and place of business at St.Joseph in the county of _____ Missouri and denies that it is authorized to sue and be sued, contract and be contracted with and to conduct generally the business of printing, binding, lithographing, etc., under and by its corporate name, Combe Printing Company.

Defendant denies that he is indebted to plaintiff in the sum of One Hundred and Sixty Five Dollars as balance on account for goods, wares and merchandise sold and delivered to and work done and performed for the defendant by plaintiff at the said defendants special instance and request and for which the defendant agreed and promised to pay and that no part of said balance has ever been paid; the defendant denies that said sum or balance has been due since June, 1st, 1919 and that plaintiff ought to recover interest thereon from said time and denies that no part of principal or interest has ever been paid.

Wherefore &c.

Paragraph.....II.

The defendant for further answer herein states that in November 1918, the plaintiff contracted and agreed with him to furnish to him a lot of catalogues to be used in a general Seed business conducted by the defendant in Mercer County and other points with his office in the City of Harrodsburg, Kentucky, and that the plaintiff promised and agreed to deliver to defendant the said catalogues in ample time for him to mail and distribute them to his customers in order to obtain orders for the Spring trade for the year 1919. Defendant says that the plaintiff by its carelessness and negligence failed to deliver to him the catalogues in time.