

Mercer Quarterly Court.

Minor Ransdall,

Plaintiff.

--VS-- Answer.

Burnett & Mahan, &c.,

Defendants.

The defendants Dr. Burnett, J. Mahan and Worley Graham for Answer to plaintiffs petition deny that they are indebted to plaintiff in the sum of \$20,00 or in any other sum; they deny that said amount represents the value of a service battery which the plaintiff had obtained from the Ingram Buick Garage and was using same on a Ford Car belonging to these defendants and then in the possession of the plaintiff; they deny that the said Worley Graham, agent of the defendants at the time of the taking of the said car from this plaintiff failed and refused to restore said battery to this plaintiff and allowed said battery to remain on said Ford and they deny that the defendants Burnett & Mahan agreed and promised to the plaintiff that they would pay for said battery and deny that any demand has been made upon them for said payment.

Wherefore &c.

Defendants referring to and making first paragraph a part hereof as fully as if copied herein states that several months ago through their agent and representative Worley Graham they sold to the plaintiff a Dodge Car and in part payment for same they took in two Ford Cars owned by the plaintiff and that at the time of said trade that the plaintiff never notified them or they in no way had any knowledge that any battery obtained from the Ingram Buick Garage was on either of the Ford Cars traded to them and that plaintiff at the time of said trade did not notify their said agent that any battery belonging to said Ingram Buick Garage was on either of said cars and that if said battery was on either of said cars at the time of said trade they had no knowledge of same, and had no way of ascertaining that any battery except owned by the plaintiff was on either of said Ford Cars, and that ~~they had said car on which he placed battery belonging to Ingram Buick was delivered before any notice of same was given them by~~ Wherefore the pray that plaintiffs action herein be dismissed and for their costs and whatever relief they may appear entitled to.

Chas. J. Kern
Attorney for Defendants.