

Mercer Circuit Court.

O. A. Byington,

Plaintiff

-v- Answer and counter-claim

Republican Pub. Co

Defendant.

1...Defendant for answer herein, denies that on April 15, 1915, or ever or at all, or before the maturity of the notes sued on or any of them, said Boston Piano & Music Co, sold, or transferred, or assigned all, or any, of said notes, or any notes, to the plaintiff; denies that he is now the owner or holder thereof, or of any of them.

2..Further answering and by way of counter-claim against the plaintiff and against Boston Piano & Music Co, the defendant, states that ~~xxxxxxpart~~ the notes sued on were executed and delivered in part payment for a list of articles to be furnished by Boston Piano & Music Co for the purpose of installing and carrying on a popularity contest; that said goods were sold and delivered to this defendant under a written contract a copy of which is annexed hereto and made a part hereof marked A for identity; that by the terms and conditions of this contract said Boston Piano & Music Co obligated and bound itself to the defendant that its increase in the income from its business for a period of thirteen months next following Octo. 10, 1914 should be the sum of \$1600.00, and that in the event such increase was less than that amount it would pay to the defendant 25% of the difference between the actual increase and \$1600.00; that said provision was and is a part of the contract between the parties and was and is a condition on which the goods were purchased and said obligation was and is a part of the consideration for the said notes sued and but for said obligation and assurance the defendant would not have