

executed said notes or purchased said goods.

It states that its business did not increase \$1600.00 during the thirteen months following Octo. 10, 1914, and did not increase any amount but on the contrary decreased.

It states that by reason of said contract obligation, the said Boston Piano & Music Co has become, and now is, indebted to it in the sum of \$400.00, and it pleads that amount as a counter-claim against the plaintiff and it.

It states that the Boston Piano & Music Co is a non-resident of the State of Kentucky and owns no property whatever in the state of Kentucky.

Wherefore it prays that the petition be dismissed, for its costs for judgment over against plaintiff for \$400 and for all proper relief.

Defendant avers and charges that the plaintiff, at all of the times since the date of said contract, including April 15, 1915, knew that said contract was entered into and in existence between it and Boston Piano and Music Co; that he knew, and was familiar with, at all of said times, all the provisions, obligations and terms imposed on both parties by said contract especially the assurance of trade provisions as set out in the contract and referred to above; that he knew at all of said times that the notes sued on were executed by it for, and represented, the consideration to be paid by it under said contract.