

Mercer Quarterly Court.

O. A. Byington

Defx Plaintiff.

-x- ~~xxTheRepublicanPublishingCo~~ Rejoinder

The Republican Publishing Co

Defendant

1.... Defendant for response to the plaintiff's reply denies that now one of the obligations were to be binding on the Boston Piano and Music Co unless the defendant complied with all the terms of the contract filed with the answer ~~xx~~; denies that it was required to pay the notes sued on before said assurance of trade obligation was binding on the said Boston Piano & Music Co; denies that it has failed or refused to make proof or satisfactory proof ~~xx~~ of the deficiency in the increase in its trade during said thirteen months.

2....Defendant further responding to said reply states that the plaintiff sued it on \$100.00 of the notes given as shown in the contract on file, and that judgment was rendered against it thereon at the Feby 1916 term of this court which judgment and notes it has long since paid off and satisfied, which was done prior to the filing of this suit. It further states that the thirteen months provided for in the assurance of trade expired November 14, 1915 and that ~~if~~ the notes sued on herein did not mature until after the expiration of the period of time covering the assurance of trade and defendant could not have paid same prior to the expiration of said assurance of trade.

3...Defendant further states that from time to time during the period from Octo. 14, 1914 until Nov. 14, 1915 it furnished to Boston Piano and Music Co satisfactory proof of the deficiency in its trade and of the failure of its trade to increase as guarantee in said contract, which reports it received from time to time and accepted and did not call for other or further proofs thereof but on the contrary assured defendant that the proofs were satisfac-