

the parties, or was, or is, a condition on which the goods were purchased, or that said obligation was, or is, a part of the consideration for the said notes sued on or any one of them, or but for said obligation or assurance the Defendant would not have executed said notes or purchased said goods. Plaintiff says that whether the Defendant's business increased during the thirteen months following Oct. 10, 1914, or decreased during said period, he has no means of knowing, neither has he any knowledge or information sufficient to form a belief as to this statement of Defendant, nor is he concerned with this Proposition. He denies that by reason of said contract obligation the said Boston Piano & Music Co. has become, or now is, indebted to it in the sum of \$400.00 or any other sum. He denies that the Boston Piano & Music Co. owns no property in this state. Plaintiff denies that at all times, or at any time, since the date of the contract including April 15, 1915, he knew or was familiar with all the provisions, obligations or terms imposed on both parties by said contract, or especially the ~~the~~ assurance of trade provision or provisions as set out in the contract referred to in Dft's pleading, or that at all of said times, or at any time, he knew that the notes sued on were executed by Dft for, or represented, the consideration to be paid by Dft under said contract. Wherefore Plaintiff Pleads said facts as an estoppel against the claim of Defendant set forth in its answer and counterclaim. He prays as in his petition and for all proper relief.

J.F. Vanarsdall,

Attorney for Plaintiff