

MERCER QUARTERLY COURT.

William Thomas,

Plff.

vs Statement in Defense.

The E Myers Company,

Deft

The defendant the E Myers reserving the right to plead further orally says :

That on Oct 20th 1924 it issued to the plaintiff a check for \$ 28.60 which was an order drawn on the Citizens National Bank of Panville, Ky in which defendant had ample funds to pay said check ; that said check was for the full amount then due the plaintiff for labor to said date: that it was the defendant's usual and only way of paying its employees of which the plaintiff was one: that the plaintiff accepted said check in payment of said sum and that he presented same with his indorsement thereon to said Bank it would have been paid; that plaintiff claims to have lost said check or that same was stolen from him, and that he did not indorse the same ; that said check was presented to the said Citizens National Bank with the plaintiff's name indorsed thereon, by a bank in Cincinnati that claims to have cashed it ; that there is printed on said check in conspicuous letters "void if not cashed within 90 days from date" That a blank check used by the defendant is filed herewith marked Exhibit "A"

That this defendant has no knowledge or information as to whether or not the plaintiff indorsed said check or whether or not the name thereon was written by the plaintiff or by any one authorized by him ; that this defendant has authorized and directed to said Citizens National Bank to pay same when presented properly indorsed. That the said Citizens Bank and the party holding said check -unknown to this defendant- are necessary