

R. L. BLACK
COUNTY ATTORNEY
HARRODSBURG, KY.

MERCER QUARTERLY COURT.

JOE SANDERS,

PLFF.

VS. AMENDED ANSWER.

W.L.DARLAND,

DFT.

The defendant ame ndshis answer herein and for other and further defense hereto de nies that the said note sued on was retained and kept as collateral for said renewal note by agreement with the Bank, Kyler and the plaintiff; he alleges that if any agreement was made with the said Bank, Kyler and this plaintiff that said agreement was with out consideration and therefore void.

He denies that upon the renewal of any note on the 16th day of October, 1913, for the sum of \$430.00, the note sued on was still retained and kept under an agreement between the said Bank, Kyler and the plaintiff ; that if the note sued on was kept under an agreement as aforesaid that said agreement was with out consideration and therefore void.

He denies that upon the renewal of any note on the 16th day of April, 1914, the note sued on was by an agreement between the Bank, Kyler and the said plaintiff retained and kept as collateral security therefor; that if so kept and retained as aforesaid that said agreement was with out consideration and therefore void. He denies that upon the renewal of any note on the 16th day of October, 1916, the said note sued on was by an agreement between the said Bank, Kyler and the plaintiff retained and kept as security therefor; that if retained and kept under any such an agreement that said agreement was and is with out any consideration and therefore void.