

Mercer Quarterly Court.

Gee.P.Bent Company, Plaintiff.

vs.Petition in Equity

Agnes Churchill, Defendant.

The Plaintiff, Gee.P.Bent Company, states that it is a corporation, organized according to law and authorized to transact business in this state and sue and be sued in its corporate name. It states that the Music Supply Co., herein after mentioned, is likewise a corporation created under the laws of Kentucky, and authorized to contract and be contracted with and sue and be sued in its corporate name. It states that the Defendant, Agnes Churchill, was formerly Agnes Cunningham and under said name entered into a contract with the said Music Supply Co. on the 5th day of April, 1910, for the purchase of a Concord Piano, style G, No. 28516. Said contract was in writing and signed and delivered by the Defendant to the said Music Supply Co., a copy of which is filed herewith as part hereof marked "A". Plaintiff says that in said contract the Defendant agreed to pay the said Music Supply Co. for said piano the sum of \$385.00, the company accepting as part at the time payment thereof the organ at the estimated value \$140.00 and \$6.00 in cash, ~~xxxx~~ leaving due, as of April 5, 1910, the sum of \$239.00, which the Defendant agreed and promised to pay said ~~xxxx~~ Music Supply Co. in installments of \$6.00 per month from that date until the whole sum had been paid with interest from said date ~~xxx~~ until paid. Plaintiff says that under said arrangement Defendant has paid in all the sum of \$164.25, the last payment thereon being \$2.00 paid Feb. 10, 1917, leaving due a balance of \$74.75 and interest, no part of which has been paid. Plaintiff says that Defendant has violated said contract in failing to pay said installments as agreed and has been in default since Feb. 2, 1916. It says that it is provided in said contract that in the event of failure of Defendant to pay any one, or more, of said installments, then said Music Supply Co. should have the right to enter upon any premises where said piano might be found and take possession thereof and remove same without legal process. It further provides that the title to said instrument is to remain in the Music Supply Co. until the contract price is fully paid. Plaintiff says that in the year 1911 said contract was, by the said Music Supply Co., assigned, transferred and delivered to it for value and it is now the holder and owner thereof by virtue of which Plaintiff has a valid cause of action.