

Quarterly
Mercer/~~Fireznik~~ Court.

W. K. Tevis

Plaintiff.

-v- Answer

W. T. Jones B. L. Jones

Defendants.

1... Answering herein, the defendants deny that they, or either of them, executed or delivered to the plff any note, or the note filed with the petition, or on Feby 17th, 1902 or ever or at all; deny that by any note, or at all, they promised or agreed to pay plaintiff on the first day of Decr. thereafter, or ever or at all, the sum of \$72 or any sum or at all; deny that no part of said note has been paid; deny that said note is wholly unpaid. *They say that they*
or either of them signed said note at their
authorized day of signature
2.... Defendants for further and other answer to the petition, state that the note sued on was, and is, wholly without any consideration therefor.

3.... Defendants, for further and other answer to the petition, state that said note has long since been fully paid off and satisfied. They state that ~~xxxxxx~~ the note sued on was included in, and a part of, a note for \$125.00 executed and delivered by them, or by W. T. Jones, to the plaintiff some time ~~in the year 1902~~ after the date of the note sued on, but the exact date of which they cannot give; that the \$125.00 note took up, paid off, and satisfied the note sued on and the plaintiff agreed and promised to cancel the same but he failed to do so. They say that the \$125.00 note was thereafter paid off to the plaintiff thus; by cash from mule \$15.00; by making 500 rails \$7.50; grubbing \$15.00 making 300 pannels of fence \$15.00; one heiffer \$20.00; one cow \$18; one mare \$35.00; cleaning one pond \$3.00, total \$128.50; that the plaintiff accepted said property, money, labor and work in full payment and satisfaction of said \$125.00 note and agreed to cancel the same and deliver it to the defts but that he has failed to do so; that they are unable to give the dates on which said labor was done and property and money furnished except that it was during