

Mercer Quarterly Court

William Chilton

Plaintiff

-v-

Petition

Luke B. Hansbrough

Defendant.

Plaintiff, Wm. Chilton, states that on the 1st day of March 1920 he purchased from the defendant a horse for which he paid the sum of \$170.00; that as a part of the contract of sale the defendant represented to the plaintiff and warranted to him that the said horse was sound and had good wind; that said horse was not sound and did not have good wind but was at the time what is known as a wind-broken, defective and unsound horse; that he has tendered the horse back to the defendant.

Wherefore he prays judgment for \$170.00 and costs and costs of keep of the horse until trial of this cause unless he be kept by the defendant.

C. E. Hankin

Atty for the Plaintiff