

Mercer Quarterly Court.

Hugh Dean,

Plaintiff.

--VS-- Statement.

Richard Bailey,

Defendant.

The plaintiff Hugh Dean states that in Mercer County, Kentucky, on the 29th, day of August, 1919, the defendant traded to him a bay mare about 14 years old and fifteen and one half hands high for a little brown mare about fourteen and one-half hands high and for \$12.50 in cash; he says at the time he traded for said mare the defendant Richard Bailey guaranteed and represented said mare to be sound in every way except defective eyes; he says that relying on said statements that the said mare was sound except defective eyes that he traded to the defendant the above named brown ~~more~~ mare and paid to him the said sum of \$12.50 and that he would not have made said trade except that he relied upon the above named statements of the defendant as to the soundness of said mare; he says that said mare traded to the plaintiff is not sound but is lame and in bad condition; he says that at the time he traded for said mare she appeared to be in good flesh but in a few days afterwards she became sore, lame and thin; he says that by reason of the false representations of the defendant as to the soundness of said mare he has been damaged in the sum of ~~\$25.00~~ ^{Twenty five} dollars; he says that the defendant has no property in this State or not enough thereof subject to execution to satisfy the plaintiff's demand and that the collection of same will be endangered by delay in obtaining judgment or a return of no property found. Wherefore he prays for a judgment against the defendant Richard Bailey for the sum of \$27.50; for a general order of attachment against the property of the defendant, for his costs and for all proper relief.

Chas. J. Dean
Attorney for Plaintiff.

The affiant Hugh Dean says the foregoing statements are true.

Hugh Dean

Subscribed and sworn to before me by Hugh Dean this the 30th, day of Aug, 1919.

Chas. J. Dean
Ex, Mercer County, Ky.