

Mercer Quarterly Court-

Lewis Chambers

Plaintiff

vs Answer

C. E. Gritton

Defendant

The defendant, C. E. Gritton, for answer to the plaintiff's petition herein, denies that he is indebted to the plaintiff in the sum of \$45.00 or in any sum for a balance due to him for a sale of personal property in Lawrenceburg. He denies that he has agreed or promised to pay the plaintiff.

Par 2,

The deft. states that Walter ^{Guth} ~~Gaines~~ sold to the plaintiff and defendant a certain restaurant in Lawrenceburg for \$500.00 and that this defendant executed his note to said Gaines, for \$250.00 in payment for his one-half and that this note was discounted at the Farmers Bank of Salvisa by the plaintiff, Lewis Chambers. He states that he afterwards sold his interest in said restaurant to the plaintiff in consideration of his assuming the payment of the \$250.00 note due Walter Gaines and for \$10. in cash. He states that afterwards the said plaintiff sold the restaurant to Erastus Ransdell for \$310.00 and some live stock. He states that the \$310. was secured to the plaintiff by a mortgage on the restaurant. He states that plaintiff failed to pay the Gritton note and that the defendant thereupon paid same, and the plaintiff then assigned to him the Erastus Ransdell mortgage and note to protect him on the \$250. note paid by him. He states that Erastus Ransdell then sold the restaurant to Ray Price in consideration of his assuming the \$310. mortgage. He states that Ray Price failed to pay said mortgage and turned it over to this defendant, the holder of the note and mortgage, for \$310.. He states that the plaintiff paid no attention to the \$250. note assumed by him and that he assigned the \$310.00 note absolutely to C. E. Gritton to take up and pay off the \$250.00