

Mercer Quarterly Court.

C. R. Lenord,

Plaintiff.

--VS-- Answer and Counterclaim.

J.E. Smiley,

Defendant.

The defendant J.E. Smiley for answer to plaintiffs petition herein denies that this action is for money due upon a contract and that it is just: he denies that he has no property in this State subject to execution or not enough thereof to satisfy plaintiffs demands and the demands of defendants creditors and that the collection of the said demand will be endangered by delay in obtaining a judgment and a return of no property found.

Defendant for further answer herein states that the note sued on was given by him as part consideration for a Chalmers Six Roadster which the defendant traded to him for a Ford Truck. Defendant further states that he was induced to trade said Truck for said Chalmers Six Roadster by the false and fraudulent representations of plaintiff that said Chalmers Six Roadster was in good condition and that he had been offered by the Fort Harrod Garage of Harrodsburg, Ky., a new Ford Truck for said Chalmers Six Roadster, which representations were known at the time to be false and fraudulent. Defendant further states that soon ~~after~~ after he made the above named trade with the plaintiff he discovered that the said Chalmers Six Roadster was in very bad condition and practically useless and that the said Fort Harrod Garage had never made an offer to trade to plaintiff a new Ford Truck for said Roadster; defendant states that by reason of the defects in said Roadster was not worth more than Three Hundred Dollars and that the Ford Truck traded by him was worth at least the sum of Five Hundred Dollars.

Wherefore the defendant makes this answer a counterclaim against the defendant C.R. Lenord and asks for a judgment against ~~him~~ him for \$200,00 and costs; that the note sued on herein be cancelled and that he be dismissed with costs and for whatever relief he may appear entitled to.

Chas. P. Carr

Attorney for defendant.