

Mercer Quarterly Court.

I.C.James,

Plff.

Vs. Answer.

George Shirley,

Dft.

The defendant, George Shirley, for answer to the plaintiff's petition herein, ~~states~~ denies that on the first day of September, 1907, he contracted and agreed with the ~~defendant~~, ~~George~~ plaintiff to hitch his (defendant's) horse for his family and school children in plaintiff's livery stable; denies that for~~s~~ said hitching the defendant promised and agreed to pay Eight Dollars per year

He denies that from the first day of September, 1907, and during the months of January, February & March of 1918, he furnished and provided hitching room for the defendant's horse for his family and for his school children and which hitching room was used and enjoyed by the defendant and for which he is indebted to plaintiff in the sum of \$90.00.

or about

Defendant admits that on the first day of September, 1913, he contracted with the plaintiff to hitch his horses when used by himself or family in the stable of plaintiff at the agreed price of \$8.00 per year and that said contract was in full force and effect from said time until the first day of April, 1918 and the amount of said debt to the plaintiff for said services was \$36.67. He says that during the said time he sold and delivered to the plaintiff at his special instance and request baled straw of the value of \$46.50 which went as a credit on and over paid the debt which he owed the plaintiff to the amount of \$9.83, as admitted by plaintiff. He says that plaintiff is indebted to him in the sum of \$46.50~~s~~ subject to a credit of \$36.67 as above stated.

Wherefore defendant prays judgment against the plaintiff in the sum of \$46.50 less a credit of \$36.67, leaving a balance due of \$9.83, and for his costs expended in this action and for all other relief to which he is or may appear to be entitled.

R.L. Black  
Attorney for Defendant.