

MERCER QUARTERLY COURT.

Fort Harrod Motor Company

Plff

vs

Statement.

Thomas McRoberts

Deft

The plaintiff for statement of its cause of action not waiving its right to plead further verbally, says; That the Defendant Thomas McRoberts on Aug 17th 1929 purchased from the plaintiff a Ford roadster Model T Motor No T7573023 1923 model, for which he agreed to pay \$50. and of which sum he paid the sum of \$12. That he executed his note therefor, which is filed herewith.

That at the same time the defendant executed and delivered to this plaintiff an agreement wherein he agreed that the said car should remain in the property of the plaintiff until fully paid for, and that he would pay the said sum of \$38. in weekly payments of \$3.00 and that should he fail to make said weekly payments, this plaintiff was authorized to take possession of said car and that all payments made by the purchaser should be retained by the plaintiff.

It says that he has failed to make any of said deferred payments and that thereby he has forfeited all right and interest in said car, and that for the use thereof from Aug 17th to this time the plaintiff is entitled to recover the sum of \$38. and that it has been damaged in said sum.

It says that the said car claimed by it in this action is as above described and that it is worth the sum of \$38. and that it ought to recover the said sum for damage for the retention of the said car; that the plaintiff is the owner of and entitled to the immediate possession of the said car; that it is wrongfully detained by the defendant and was not taken for a tax or fine against the plaintiff or under any order or judgment of a Court against it nor seized under an execution, distress warrant or attachment against his property and that