

BENTLEY & FITZPATRICK,

PLAINTIFFS.

VS. ANSWER OF LEXINGTON & EASTERN RAILWAY CO., AS GARNISHEE.

MASON & HURST CO., ETC.,

DEFENDANTS.

Comes the Lexington & Eastern Railway Company, summoned herein as garnishee, by W. A. McDowell as General Manager, and, for answer as such garnishee, says that at the date of the service upon it of the order of attachment herein, to-wit: on the day of 1912, it was indebted for balance on contract to the defendant, Mason & Hurst Co., in the sum of about forty-nine hundred dollars (\$4900.00), subject, however, to correction for errors or omissions in the estimates and accounts, and that said garnishee is not indebted in any other sum whatsoever, and has in its possession no other money, property, choses in action or evidences of debt of any kind in which the said defendant had on said date any interest whatsoever.

The defendant further says, by way of answer as garnishee, that at the date of the service upon it of the aforesaid order of attachment, and long prior thereto, thirty-nine hundred dollars (\$3900.00) of the aforesaid balance had been duly assigned and transferred by the Mason & Hurst Company to the First National Bank of Hazard, Ky., and this defendant had been notified of such assignment, and had accepted same so far as it legally had the power to do, and that the entire balance of the aforesaid amount of about forty-nine hundred dollars (\$4,900.00) due the Mason & Hurst Company had likewise on said date, and long prior thereto, been assigned and transferred by the Mason & Hurst Company to Dr. Taylor Hurst, of Hazard, Ky., and this defendant had been notified of such assignment and transfer and had accepted the same so far as it legally had the power to do.