

Mercer Quarterly Court

K. M. Vanarsdale

Plaintiff

-v- Petition

Sam Pulliam and J. A. Powell

Defendant.

The Plaintiff, L. M. Vanarsdale, says that the defendant by his promisory note dated Feby 1, 1914 agreed to pay him in six months thereafter \$141.09, with interest from date until paid; that said note is long past due and no part has been paid save \$68.00 July 24, 1915; said note is filed as a part hereof.

He states that the defendant has no property subject to execution or not sufficient thereof to pay this debt interest and costs and the collection thereof will be endangered by delay in obtaining judgment and return of no property found; that the defendant has transferred and conveyed his property and a material part thereof to defendant J. A. Powell with the intent to cheat hinder and delay his creditors; that this is an action to recover money due on a contract, i. e. the note; that it is past due; that it is just; that he believes he should recover the full sum of said note and interest less said credit.

Wherefore he prays judgment for \$103.40 with interest from this date (said sum being the balance due on this date) and costs; for a general order of attachment against the defendant Sam Pulliam with J. A. Powell and Mercer-Farmers Loose Leaf Tobacco Warehouse Co as garnishees; he prays generally for all proper relief.

Ch. Rankin

Affiant, L. M. Vanarsdale says the statements of the foregoing petition are true.

L M Van Arsdale