

Scott
Mercer Circuit Court.

Vanarsdale & McFatrige,
a partnership of L.M. Vanarsdale
and W. A. McFatrige,

Plff

-v- Petition.

J. A. Green

Deft.

Plaintiffs, L. M. Vanarsdale and W. A. McFatrige, partners doing business under the style of Vanarsdale & McFatrige, and were such partners at the times hereinafter complained of.

They say that the deft J. A. Green, by his promisory note dated May 1, 1910, agreed and promised to pay them six months thereafter the sum of \$167.86 with 6% interest thereon from its date until paid; that said note is long past due and no part thereof has ever been paid; said note is filed as a part hereof.

They say that their claim is for money due on said note which is a contract to pay money; that it is just; that they should recover of the defendant \$167.86 with 6% interest from May 1, 1910 until paid and their costs herein expended; that the defendant ~~is~~ has sold, conveyed and otherwise disposed of his property with the ^{fraudulent} intent to cheat, hinder and delay his creditors; that he is about to sell, convey or otherwise dispose of his property with intent to cheat hinder or delay his creditors.

They state that the defendant has not sufficient property in this State subject to execution to satisfy their debt, interest and costs, and the collection thereof will be endangered by a delay in obtaining judgment and a return of no property found.

Wherefore they pray judgment for \$167.86 with 6% interest thereon