

Mercer Quarterly Court

M. M. Daviess

Plaintiff

-v- Petition

C. A. Ballard

Defendant

Plaintiff states that the defendant by his note and contract filed herewith as a part hereof dated Aug. 2, 1920 agreed to pay him \$198.50 / at the rate of \$10 per week, until said sum was paid ; that said sum is past due and no part thereof has ever been paid except \$90.00 thereon; that as a part of said note and contract it was agreed that the title to 1 dresser, 3 rugs, 1 dvofold 1 bed, mattress and springs should remain in the said M. M. Daviess until fully paid for and that he could re-take possession thereof on default in said payments; that the defendant has made default therein.

Wherefore he prays judgment for \$108.50 with interest and costs; for judgment for possession and writ of possession for said personality to sell the same in satisfaction of said debt.

C.E.Rankin for Plaintiff