

MERCER QUARTERLY COURT

close any sum owing by them to the said defendant, Merrel Vanarsdall, Lizzie D. Mitchell, restrained from making payment to the defendant, Administratrix of J. P. Mitchell, deceased, other thing except what shall exceed plaintiff's demand in this action until the further order of this court, and that any such sum Plaintiff, to the payment of plaintiff's debt, interest and costs. }
for alivs. proper relief. }
} } PETITION

Merrel Vanarsdall and
Thomson & Wieman,

Defendants, for Plaintiff.

The plaintiff, Lizzie D. Mitchell, states that J. P. Mitchell departed this life on the 15th day of August, 1917, a citizen and resident of Mercer County, Kentucky, that thereafter, to wit, on the _____ day of _____, 1917, this plaintiff was by order of Mercer County Court, duly entered of record, appointed administratrix of the estate of said J. P. Mitchell, and that she qualified as such in said County Court by executing bond and taking the oath of office; copies of the order of said court showing said appointment and qualification will be filed herewith if required, and that she is now acting as said administratrix.

She states that on September 2, 1912, the defendant, Merrel Vanarsdall, executed and delivered to the said J. P. Mitchell, now deceased, his certain promissory note, whereby he agreed and promised to pay said Mitchell, on day after the date of said note, the sum of Fifty-four Dollars and Eighty-three cent (\$54.83), with interest thereon at six per cent per annum from maturity until paid, which note is filed herewith as part hereof, marked "Exhibit A". She states that said note is just and due and that no part thereof has been paid, except the sum of Ten Dollars (\$10.00), paid March 10, 1913.

She further states that said Merrel Vanarsdall has not property in this State subject to execution, but that the defendants, Thomson & Wieman, as she is informed and believes, are indebted to their co-defendant, Merrel Vanarsdall, in ~~in~~ a sum more than sufficient to pay said note and interest and the costs of this action. She asks that

Wherefore, plaintiff prays for judgment against the said Merrel Vanarsdall, for the sum of Fifty-four Dollars and Eighty-three cents, with six per cent interest thereon from the 3rd day of September, 1912, until paid, subject to the credit of Ten Dollars, as of March 10, 1913. She prays also for an attachment against the property of said Merrel Vanarsdall, and that Thompson & Wieman may be summoned as garnishees, and that ~~whatsoever~~ the said defendants Thompson & Wieman be required to answer and dis-