

Mercer Quarterly Court.

Holman, Hawkins & Company,

Plaintiff,

--VS--

PETITION

Robert Mitchell,

Defendant.

Plaintiff, Holman, Hawkins & Company, states that it is a corporation duly organized and existing under and by virtue of the laws of the State of Kentucky; that as such it has the power to contract and be contracted with and to sue and be sued and was so empowered at all times herein-after mentioned.

Plaintiff says that by a certain writing executed and delivered by this defendant under ^{date} of September 3rd 1924 he promised and agreed to pay to plaintiff the sum of \$ 55.77 with interest at 6% until paid--Said writing to be due and payable three months after the said September 3rd 1924.

Plaintiff says that said note or writing is now long past due; that payment has often been requested but that this defendant has refused and still fails and refuses to pay said sum and that the whole of same is now due and owing no part having been paid. A copy of said writing or the original will be filed if required.

Wherefore plaintiff prays judgment against the defendant in the sum of \$ 55.77 with interest thereon at 6% ^{from Sept 3rd 1924 and} until paid and for its costs and all further relief, general and special it may appear to be entitled.

Ray E. Grance
ATTORNEY FOR PLAINTIFF.