

Mercer Quarterly Court

J.L. Ryley

Plff.

vs Petition of the Geo. Bohon Co. to be made party deft.

Jas. Woods,

Deft.

Comes the petitioner, the Geo. Bohon Co. and states that on 30th of Jan. 1914, the deft. Jas. Woods, executed and delivered to it a certain promissory note for the sum of \$133.75 that is due and payable on the 1st day of January, 1915 after date with interest after maturity. He states that on 22nd, of June, 1915, the deft. Jas. Woods delivered to this petitioner an order directed to E.M. Hardin, Master Commissioner directing said Commissioner to pay to this plff. the amount of said note due, \$133.75 with interest thereon from Jan. 1st, 1915 until paid. It states that upon presentation of said note, E.M. Hardin accepted same and agreed to pay money when same was ready for distribution. The plff. states that thereafter on the 9th of August, 1915, the deft. Woods issued a similar order upon said E.M. Hardin, Commissioner for the sum of \$157.00 which order was accepted by said Hardin subject to the prior assignment made to this petitioner. The petitioner states that by reason of said assignment by the defendant, Woods, and by reason of the acceptance of said E.M. Hardin, Master Commissioner, and by reason of the priority of said assignment, this petitioner is entitled to receive the above amount together with interest and cost before the plaintiff and that his assignment is prior to that of the plaintiff.

Wherefore the petitioner prays to be made a party defendant in this action and this to be considered its answer; it prays that the assignment made by the deft. Ryley in this action be adjudged to be a prior assignment to that of the plaintiff and for an order directing the garnishee defendant to first pay the amount of its debt, interest and cost out of the fund in his hands belonging to the deft. Jas. Woods; it prays for its cost and for all proper relief.

Attest Geo Bohon Co