

Mercer Quarterly Court.

D.B.Hungate,

Plaintiff

vs Statement and affidavit.

Edgar Gabhart,

Defendant

The plaintiff, D.B.Hungate, states that on the 2nd day of December, 1911, he executed and signed a note, payable to the George Bohon Company, on which the defendant Edgar Gabhart was the Principal and this Plaintiff was his security. He states that said note was for the sum of \$45.85, with interest from July, 1st, 1912, until paid. He states that the Defendant paid on said note the sum of \$20.00 on the 15th day of December, 1911, but that the defendant failed to pay the remainder of said note at maturity, and upon his failure the said George Bohon Company, demanded payment from this plaintiff as surety for said defendant. He states that he did pay to the said Bohon Company, the remainder of said note and interest and that said Company assigned the same to this Plaintiff and that he is the holder and owner of same. He states that by reason thereof, ~~he~~ the defendant is indebted to him in the sum of \$27.85 with six per cent interest from July 1st, 1912, no part of which has been paid. Said note is filed herewith as a part hereof, marked "A" for identity.

He states that the nature of the claim is as above set out; that it is just, due and owing and that he ought to recover of the defendant the sum of \$27.85 with six per cent interest from July, 1st, 1912 until paid. He states that this is an action for the recovery of money and that the defendant is a non-resident of the State of Kentucky.

He states that the defendant is a non-resident and is now absent from the State of Kentucky and that his place of address, the nearest post-Office is Arthur, Ill.

Wherefore he prays for a judgment against the defendant in the sum of \$27.85 with six per cent interest from