

Mercer Quarterly Court.

H.C.Terhune,

Plaintiff.

vs.Petition in Equity

Sam Turner,

Defendant.

The Plaintiff, H.C.Terhune, states that the Defendant, Sam Turner, by his promissory note, dated Feb.16, 1921, which he executed and delivered to Plaintiff, promised and agreed to pay him one day after said date the sum of ONE HUNDRED AND NINETY ONE & 18/100 DOLLARS (\$191.18), with interest thereon at the rate of 6 per centum per annum from date until paid, no part of which has been paid. Plaintiff files said note herewith as part hereof marked "A" for identity. Wherefore Plaintiff prays judgment against Defendant for the sum of \$191.18 and interest thereon from Feb.17, 1921, until paid and his cost herein expended.

Par.2;

Plaintiff re-affirming all the allegations of the preceding paragraph, and making them a part hereof as fully as if copied herein, says that the the nature of his debt is is a note ~~and~~ (contract) as set out above in Paragraph one; that it is just, and Plaintiff believes he ought to recover of Defendant the sum of \$191.18 and interest at 6 per cent from Feb.17, 1921, until paid and his cost herein expended. He further states that the Defendant has no property in this state subject to execution, or not enough thereof to satisfy Plaintiff's debt, and the collection thereof will be endangered by delay in obtaining judgment and return of no property found. Wherefore, he prays as in first paragraph, and for an order of general attachment against the property of Defendant, and asks that the Burley Tobacco Growers Co-Operative Association be summoned to answer herein as garnishee and required to disclose any property held by ~~it~~, or money due from ~~it~~ to, Defendant Sam Turner. He prays for all proper relief J.F.Van Arsdall,
Atty. for Plff.

H.C.Terhune