

Mercer Quarterly Court

Farmers Union Supply Company,

Plaintiff,

-vs-

PETITION

Charles D. Hedges & Bro.

Defendant.

Plaintiff, Farmers Union Supply Company says that it is a corporation organized under and existing by virtue of the laws of the state of Kentucky, and as such has the power to contract and be contracted with; to sue and be sued; and was so empowered at all times herein mentioned.

It says that the defendants, Charles D. Hedges and brother, by a writing dated March 12, 1925, which they executed and delivered to this plaintiff, and which will be filed herewith if required, promised and agreed to pay plaintiff the sum of \$ 142.29 with interest at 6% on the 12th day of July 1925. It says that defendants have not paid said \$ 142.29 or any part thereof, or any interest thereon, and that same is now due and owing this plaintiff and wholly unpaid.

Plaintiff says that this is an action for money due upon a contract and that the defendants have no property in this State subject to execution, or not enough thereof to satisfy plaintiff's demand and that said demand will be endangered by ~~xxxxxxx~~ delay in obtaining judgment or a return of no property, ^{found} or that the defendants is about to sell, convey, or otherwise dispose of his property, ~~xxxxxxx~~ ~~or~~ or suffer or permitted it to be sold, with the fraudulent intent to cheat, hinder or delay his creditors.

Plaintiff says that defendants are members of the Burley Tobacco Growers Co-operative Association and that Charles D. Hedges has delivered part of ^{his} ~~the~~ 1925 crop of tobacco to said Association and that said Association is now indebted to him for said tobacco