

Lizzie Tudor,

Plaintiff.

--VS-- Note and affidavit.

Eugene Lyen,

Defendant.

The plaintiff Lizzie Tudor states that the defendant Eugene Lyen is indebted to her in the sum of \$12.50 with 6% per annum interest thereon from the 15th, day of January, 1916 till paid, evidenced by the certain promissory note which the defendant on the 15th, day of January, 1916, executed, signed and delivered to the plaintiff and by the terms of which he promised and agreed to pay to plaintiff the sum of \$12.50, due and payable in twelve months from date and bearing 6% per annum interest from date until paid; she says that said note is just due and unpaid and no part of same has ever been paid and that she ought to recover from the defendant the above named amount, interest and costs of this action; she says that the defendant has no property in this State or not enough thereof subject to execution to satisfy plaintiffs demand and that the collection of same will be endangered by delay in obtaining judgment or a return of no property found.

Wherefore she prays for a general order of attachment against the property of the Defendant and that the Southern Railway Company in Kentucky, be summoned as garnishee herein, for a judgment against the defendant for the sum of \$12.50 with 6% per annum interest thereon from Jan'y, 15th, 1916, for her costs and for whatever relief she may appear entitled to.

Chas. P. Cain

Attorney for Plaintiff.

The plaintiff Lizzie Tudor says that the statements in the foregoing statement are true.

Lizzie Tudor

Subscribed and sworn to before me by Lizzie Tudor this the 12th, day of May, 1920.

Chas. P. Cain

Examiner Mercer County, Ky.