

Mercer Quarterly Court

Cleo Royalty

Plff.,

-vs-

Petition

Charles H. Green,

Deft.

*June*  
~~January~~ 24th 1926 Plaintiff, Cleo Royalty says that under date of  
duly executed and delivered paroised and agreed to pay this palintiff  
the sum of \$ 60.00 and interest from the date above setout. That said  
note was due and payable six months after--to-wit December 24th  
1926. Plaintiff says that said money is now due and owing and that  
payment has been demanded but that the defendant has failed and re-  
fused and still fails and refuses to pay same and that the whole of  
same is now due and owing.

Wherefore & Etc.

For further cause of action against defendant plaintiff  
says that said defendant is indebted to him in the sum of \$ 28.95  
for goods and merchandise which this plaintiff sold and delivered to  
this defendant at his special instance and request and ~~that~~ for which  
he promised and agreed to pay for. Plaintiff says that defendant has  
failed and refused and still fails and refuses to pay same altho often  
demanded of him and that the whole of same is now due and owing.

WHEREFORE\* & Etc.

Plaintiff says that this is an action for money due up n  
a contract; that the defendant has no ~~money~~ property in this State  
subject to execution to execution or not enough\* thereof to satisfy  
plaintiff's demand and that the collection of said demand will be en-  
dangered by delay in obtaining judgment or a return of no property  
found.