

MERCER QUARTERLY COURT

October Term, 1924

L. M. Hilliard,

Plaintff,

vs.

STATEMENT

Lewis Weaver (alias) William Weaver, and  
The L. E. Myers Company,

Defendants.

The plaintiff, L. M. Hilliard, states that the defendant, Lewis Weaver, by his certain promissory note of date November 3, 1921, executed and delivered to him, agreed and promised to pay plaintiff Fifteen days thereafter the sum of \$33.02, with interest at six per cent, per annum from said date until the same shall be paid, no part of said debt has ever been paid; and he files herewith, as a part hereof, the said note.

He states that the demand arose upon a contract as aforesaid, and said defendant's promise to pay; that the said demand is just, and that he ought to recover of the said defendant the said sum of \$33.02, with interest from November 3, 1921, as aforesaid.

That the said defendant has no property in this State subject to execution, or not enough thereof to satisfy the plaintiff's demand, and the collection of the demand will be endangered by delay in obtaining judgment or a return of no property found.

He states that the said defendant, Lewis Weaver is employed by the L. E. Myers Company, in Mercer County, Kentucky, and that he is informed and believes, and so states and charges the same to be true, that he is employed under the name of William Weaver.

WHEREFORE, plaintiff prays general order of attachment, against Lewis H. Weaver (alias William Weaver), and that The L. E. Myers Company be served therewith as garnishee.

*Wm. L. Whittinghill*  
Attorney for Plaintiff,

The affiant, Wm. L. Whittinghill, states that he is attorney for the plaintiff, L. M. Hilliard, who is a non-resident of Mercer County, Kentucky, and, as he believes, is absent therefrom; and that the statements foregoing are true, as he verily believes.

Subscribed and sworn to before me by Wm. L. Whittinghill, this 18th day