

Mercer Quarterly Court

V.R. Hurst,

Plaintiff

v

Statement

E.T. Martin ,

Defendant

Plaintiff, V.R. Hurst, states that the defendant E.T. Martin is indebted to him in the sum of \$9.40 that of said amount the sum of \$7.25 is for furs and hides sold and delivered to defendant for which he then and there delivered to this plaintiff his check on the Mercer National Bank and which was dishonored when presented at said Bank for payment. Plaintiff says that the balance on said amount is protest fees which he was compelled to pay when said check was dishonored and payment refused.

Plaintiff says that this is an action upon a contract being a contract to pay money for value received; that said account is just; that he believes he ought to recover the full amount of the debt, to wit, \$9.40; that defendant has no property in this state subject to execution or not enough thereof to satisfy and pay said indebtedness and the collection of the demand will be endangered by delay in obtaining judgment and return of no property found.

Wherefore, plaintiff prays judgment against defendant for the sum of \$9.40; for costs of this action and for a general order of attachment of defendant's property including a summons against the garnishee, L.E. Myers Company and prays further for all other relief to which he may appear to be entitled.

Errol W. Draper