

Mercer Quarterly Court

Noel & Brown partnership
A. R. Brown, C. H. Noel and
R. G. Noel

Plaintiff

-v- Statement

E. E. Brown

Defendant.

The Plaintiffs state that the defendant E. E. Brown is indebted to them in the sum of \$27.90 for goods wares and merchandise sold and delivered to him which he promised and agreed to pay them but has failed to do so; that said sum is past due, owing and unpaid; that it is just and they believe they should have and recover the full said sum interest and costs; that this is an action for money due on the purchase of said goods and on his contract to pay for same; that the defendant has no property in this state subject to execution and not enough thereof to satisfy this debt interest and costs and the collection thereof will be endangered by delay in obtaining judgment and return of no property found; that the defendant is a non-resident of, and now absent from, Kentucky; that they do not know his present office address or place of residence further than that it is some place in Tennessee.

Wherefore they pray judgment for debt, interest and costs and a general order of attachment with H. B. Yates chairman and K. Demaree Secretary and treasurer of Board of officers Hebron Methodist Church as garnishees.

C.E. Rankin Atty

Affiant, A. R. Brown, says that the statements of the foregoing are true.

Subscribed and sworn to before me by A. R. Brown, Aug. 1, 1918

A. R. Brown
C. E. Rankin
Exr M.C.K.