

vs

Petition in Equity

Mrs S M Gibson and John Bunton

Deft

The plaintiff, the "Marrodsburg Implement Company, states that it is a corporation duly organized under the laws of the State of Kentucky:

That the defendant Mrs S M Gibson, by her promissory note, which she executed and delivered to the plaintiff Nov 1st 1920, agreed and promised to pay to the plaintiff ~~to expayx~~ on or before March 1st 1921 the sum of One Hundred and Eleven and 60/100 (\$111.60) dollars, with interest thereon at 6% per annum from date, no part of which has ever been paid. A copy of said note is filed herewith.

Wherefore &c

Par 2,

The plaintiff further says that the defendant it sold and delivered to the defendant goods, wares and merchandise in the year 1922, and before July 1<sup>st</sup> of said year, to the amount of \$15.00 at the special instance and request of the defendant Gibson and for that she agreed and promised to pay said sum, no part of which has ever been paid.

Wherefore &c

Par 3,

The Plaintiff further says that it makes each of the foregoing paragraphs a part of this paragraph as fully as if copied herein and says, that to secure the payment of the said note described in the first paragraph and the said account described in the second paragraph