

Mercer Quarterly Court

Owen Davenport

Plaintiff

-v-

Petition

Dennis Gray

Defendant

The Plaintiff states that during the year 1926 he and the defendant made and entered into an agreement by which the defendant was to secure from O. H. DeBaun, goods wares and merchandise from his store on the account of and to be charged to this plaintiff, the agreement being that the defendant was to pay the same to DeBaun; that under this arrangement the defendant secured goods and merchandise to the extent of \$142.00 but that he failed and refused to pay for the same with the result that this plaintiff was compelled to pay the same, which he has done, paying the same on July 27, 1927; that the defendant is indebted to this plaintiff on account of said indebtedness which is due to the plaintiff on said contract; that said sum, is just, due and owing; that he believes he should recover the full sum paid with interest and costs; that the defendant has not sufficient property in this State subject to execution to make and pay the amount due to this plaintiff and the collection thereof will be endangered by delay in obtaining judgment and no property found.

Wherefore the plaintiff prays judgment against defendant for \$142.00 with interest at 6% from July 27, 1927 until paid and costs and for a general order of attachment.

*Chamberlain*

Attorney for the Plaintiff

The affiant, Owen Davenport, states that he is plaintiff and the allegations ~~in~~ of the foregoing petition are true. *Owen Davenport*