

Mercer Circuit Court

McG. Claunch

Plaintiff

-v- Petition

Clay Black and W. H. Black

Defendants.

Plaintiff states that the defendant by his promisory note dated Feby 9, 1916 agreed and promised to pay him 12 months thereafter the sum of \$110.96 with 6% interest from date until paid; said note is filed as a part hereof; that said note is long past due and no part thereof has ever been paid.

He states that that this is an action for the recovery of money due on the note aforesaid; that it is just, past due and unpaid; that he believes he should recover the full sum of said note with interest and costs; that the defendant has not sufficient property in this state subject to execution to satisfy and pay this indebtedness interest and costs and the collection thereof will be endangered by delay in obtaining judgment and return of no property found.

He states that the defendant Clay Black has conveyed assigned and transferred a large part of his property to the defendant W. H. Black with the fraudulent intent to cheat hinder and delay his creditors; that he has transferred and concealed his property in this way for the fraudulent purpose to cheat hinder and delay his creditors; that the property so conveyed consists of a crop of tobacco which is now in Harrodsburg, Ky consigned for sale to Burley Tobacco Co or Burley Tobacco Warehouse Co and Mercer-Farmers Loose Leaf Tobacco Warehouse Co.

Wherefore they prays judgment against Clay Black for the amount of said note; for a general order of attachment against him and W. H. Black to the extent of the property so fraudulently conveyed and transferred; that the transfer be set aside and said tobacco held subject to this debt;