

Mercer Quarterly Court.

Owen Davenport,

Plaintiff.

--VS-- Petition.

Churchill White,

Defendant.

The plaintiff Owen Davenport states that the defendant Churchill White is indebted to him in the sum of One Hundred and Twenty Four Dollars and fifty eight cents with 6% per annum interest thereon from the first day of December, 1921, till paid, evidenced by defendants certain promissory note which the defendant executed and delivered to the plaintiff and by the terms of which he promised and agreed to pay plaintiff six months after December, 1st, 1921, the sum of \$124,58 with interest thereon from date and he files said note herewith as a part hereof.

Plaintiff said that said note is just, due and unpaid, except the sum of \$20,00, paid August, 6th, 1922.

Wherefore plaintiff prays judgment against the defendant Churchill White for the sum of \$124,58, with 6% per annum interest thereon from the first day of December, 1921 till paid, subject to a credit of \$20,00 paid, August, 6th, 1922, for his costs and whatever relief he may appear entitled to.

Chas. P. Day

Attorney for Plaintiff.