

MERCER QUARTERLY COURT.

W. T. Sistrunk & Co.

Plaintiffs.

-vs- Petition

Ed Lunsford

Defendant.

The plaintiff W. T. Sistrunk, states that it is a corporation organized and existing under the laws of the State of Kentucky and as such it is authorized to contract and be contracted with to sue and be sued.

The plaintiff states that the defendant Ed Lunsford is indebted to it in the sum of \$196.67 for goods wares and merchandise sold and delivered to him at his special instance and request by this plaintiff during the months of April, May and June 1921 and for which he promised and agreed to pay the sum aforesaid. Plaintiff files herewith as a part hereof itemized statement of said account Marked A. Plaintiff states that said goods wares and merchandise were reasonably worth the sum aforesaid, which defendant promised and agreed to pay therefor and that by the terms of such sale by plaintiff to defendant all of said amount was payable net thirty days after June 6, 1921 and that said account therefore bears interest at the rate of six percent per annum from July, 6, 1921 and that said sum of \$196.67 together with interest thereon at the rate of six percent per annum from July 6, 1921 is now due and owing this plaintiff by defendant, and which sum he has failed, neglected and refused to pay.

Wherefore plaintiff prays for judgment against this defendant for the sum of \$196.67 with interest as aforesaid and for its costs herein and for all proper relief both