

J. T. Ingram

Plaintiff

v. Petition in Equity

John C. Horn

Defendant

The plaintiff states that he is engaged at Harrodsburg, Kentucky, in the general business of operating a garage; that at the special instance and request of the defendant he sold, furnished and delivered to him parts, appurtenances and fuel for his automobile to the extent of \$232.51; that the defendant agreed and promised to pay said sum, but has failed to do so except to the extent of \$100.00.

He states that on March 13, 1928 he sold to the defendant a tire and tube at the price of \$23.00 and furnished him labor to the extent of \$3.80, which is included in the above amount; that said tire and tube and said labor were furnished and placed upon the defendant's Buick roadster 1922 Model, Motor No. 788571; that on July 31, 1928 he duly filed in the Mercer County Court an affidavit showing the amount of said work and the amount due thereon and all credits to which the defendant is entitled and thereby asserted a lien on said automobile to the extent of \$26.80 and \$1.00 costs; that said amount remains unpaid and there is no other lien on said automobile known to him.

He states that he is engaged in business under the name of Ingram-Buick Company. He files herewith an itemized statement showing the articles furnished, the amounts charged therefor and agreed to be paid by the defendant. Wherefore he prays for a personal judgment against the defendant for \$133.51, and that he be adjudged a lien on said automobile for \$27.80,