

Mercer Quarterly Court

Thomas & Charles Chatham, doing business under the firm name and style of Chatham Brothers.

Plaintiff,

VS: Petition

R. H. Arnold and Charles Shewmaker

Defendant.

Plaintiff, Chatham Brothers, state that by a writing dated November 1st 1926 and duly executed and delivered by this defendant to the plaintiff this defendant promised and agreed to pay plaintiff the sum of \$ 65.00 sixty days after date of said writing; that said writing was bear interest at the rate of 6% from the date above setout-to-wit: November 1st 1926. Plaintiff says that the defendant has failed and refused and still fails and refuses to pay all or any part of said indebtedness and that the whole of same is now due and owing.

Plaintiff says that one Charles Shewmaker signed said writing as surety but that he is long since a bankrupt and therefore is not made a party to this action.

Plaintiff says that defendant has no property in this State subject to execution or not enough thereof to satisfy plaintiff's demand and that the collection of said demand will be endangered by delay in obtaining judgment or a return of no property found.

WHEREFORE, plaintiff prays judgment against defendant in the sum of \$ 65.00 with 6% interest from November 1st 1926 until paid; for a general order of attachment against defendant's property; for their costs herein and all other relief they may appear entitled.

Roy E. Graves
ATTORNEY FOR PLAINTIFF.