

MERCER QUARTERLY COURT

Thomas Chatham, doing business  
under the firm name of Chatham Bros.

Plaintiff,

-v-

PETITION

Mrs. A. G. Kyle,

Defendant.

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Plaintiff, Thomas Chatham, says that the defendant is indebted to him in the sum of \$ 177.51 subject to credits of \$ 48.00 paid February 17th 1927 and \$ 5.00 paid March 21st 1927, leaving a balance due of \$ 124.51.--Plaintiff says that although the true balance due is \$ 124.51 this plaintiff and this defendant did on the 10th day of January 1927 mutually agree that the balance due on said 10th day of January 1927 was \$ 170.00 and the two credits of \$ 48.00 and \$ 5.00 above setout have since said January 10th 1927 been paid on said indebtedness and that the amount or balance sought therefore to be recovered in this suit is \$ 117.00. Plaintiff says that said indebtedness is due him by this defendant for goods, wares and merchandise sold and delivered to this defendant at her special instance and request and for which said defendant promised and agreed to pay. An itemized statement of said account will be filed herewith and made a part hereof if required.

Plaintiff says that payment has often been demanded but that defendant has failed and refused and still fails and refuses to pay said balance or any part thereof and that the whole of same is due and unpaid.

Wherefore, plaintiff pray judgment in the sum of. \$ 117.00 against defendant with interest thereon from March 21st 1927; for his costs herein and for all further relief both legal and equitable he may appear entitled.

  
ATTORNEY FOR PLAINTIFF.