

He says that the tobacco crop was sold and the half thereof belonging to the defendant amounted to \$175.00, as of Feby 1, 1927; that the defendant delivered to this plaintiff his part of the corn, or a portion thereof at the agreed price of \$57.00, as of Dec. 1, 1926, leaving due him on this account \$24.15 with interest at 6% from Feby 1, 1927, no part of which has been paid, although it is long past due.

(2) The Plaintiff for further cause of action against the defendant says that on March 25, 1926, he became surety of the defendant on his note of that date payable to The Fort Harrod Motor Co for \$125.00; that by said note of that date he as surety for the defendant agreed to pay it said sum on Sept. 1, 1926, with interest from date; that as such surety he was compelled to pay on said note Mar. 26, 1927 \$50.00 and on May 16, 1927 \$60.00; that the defendant has repaid to him of this sum \$40.00 as of March 26, 1927, leaving due to this plaintiff \$70.00, with 6% interest thereon from May 16, 1927 until paid. He files said note herewith as a part hereof.

Wherefore the Plaintiff prays judgment for \$24.15 with 6% interest from Feby 1, 1927 and \$70.00 with 6% interest from May 16, 1927 for his cost and for all proper relief.



Attorney for the Plaintiff