

It says the said agents bond is attached to and forms a part of the contract with the said Rodger Clemmons, and by said contract, which is referred ~~to as~~ to as a part hereof, and will be filed when required. The said Rodger Clemmons agreed as follows:

V. "That he will regularly and promptly pay for all papers sent him in accordance with his orders at the net wholesale rate of 1 and 1/8 ¢ copy for dailys and 5¢ copy for Sundays."

It says that from September 1927 to April 1928, both inclusive, it sold and delivered to the said Rodgers Clemmons papers at said rate to the amount of \$532.44 and tht the said Rodger Clemmons paid to the plaintiff therefor the sum of \$416.90 leaving a balance due the plaintiff for papers sold and delivered to the said Rodger Clemmons \$115.54, no part of which has ever been paid. An itemized statement of same is filed herewith.

It says that by reason of the said Rodger Clemmons having failed to pay to the plaintiff the said blance due it for said papers, \$115.54, the defendant, John Clemmons, by reason of his said bond and obligation, is indebted to the plaintiff for the said sum for which he prays judgment; it prays for its cost and all proper relief.

E. V. Garcher

Attorney for Plaintiff.