

they state that they have and hold a judgment for said

said corn and tobacco, Mercer Quarterly Court and against which the defen-

S. W. Hager and Dora Hager Plaintiffs

and said rent. In addition the Pliffs have furnished

tobacco amounting to \$17.50 per barrel between the parties.

They state that there are reasonable grounds for believing

and that the judgment will be issued they will then be set out and

-v- Affidavit

Floyd Gray Defendant

sum of \$150.00 and for rent of the house and for

property and The affiant, S. W. Hager, states that in Feby 1926 he made a contract, for himself and wife, with defendant Floyd Gray by the terms of which the defendant agreed to raise on their farm in Mercer County Kentucky ~~80~~ 6 acres of tobacco, on the shares, the interest of the defendant therein being one-half in return for which the defendant was to do all the work necessary to complete the crop and place it on the market; that in addition he was to raise about 12 acres of corn doing all the work and one-third thereof to belong to the tenant.

That by the same contract plaintiffs rented to the defendant the house on said farm for the period from that date to Jan 1, 1927 at the price of \$50.00, which amount was payable on demand.

That during the cropping season the plaintiffs have advanced and furnished to the defendant to enable him to subsist and to raise the crop money and property to the extent of \$150.00, no part of which has been repaid to the Plaintiffs.

That the defendant has the crop of tobacco on the farm, inferior in quality, not stripped and is making no pretense of stripping it; that he has some 35 barrels of corn raised on said land; that in addition he has on said premises a hopped cow with seven calves which