

MERCER QUARTERLY COURT .

Harrodsburg Implement Company,

Plff.

vs Petition in Equity

H C Britton, Owen Terhune and
~~Burley Cooperative Marketing~~
~~Association,~~

Defts

The plaintiff Harrodsburg Implement Company states that the defendant H C Britton by his promissory note which he executed and delivered to the plaintiff May 6th 1922 agreed and promised on or before the 1st day of Jan'y 1923, to pay to the plaintiff \$174.45 with interest thereon from date, no part of which has ever been paid except the sum of \$50. paid March 15th 1924. A copy of said note is filed herewith

It says that the claim is just and that the plaintiff ought to recover of the defendant the said sum of \$174.45 with interest thereon from May 6th 1922 subject to the credit aforesaid, and the cost of this action ; that the defendant has not enough property in this State subject to execution to satisfy plaintiff's demand and that the collection of the plaintiff's demand will be endangered by delay in obtaining judgment and a return of no property found.

H C Britton

It says that the defendant is the owner of a one-half interest in a crop of tobacco raised by him on the farm of the defendant Owen Terhune and in which the said Owen Terhune owns a one-half interest and that the same is now partly in the tobacco barn on the place of the said Terhune and that part thereof has been delivered to the defendant Burley Cooperative Marketing Association, and that the said Association is indebted to the defendant Britton to the amount so delivered and that it will be indebted to him for the remainder of the crop which is to be delivered to it to be marketed for the said Terhune, ~~xxxxxx~~ and said Britton.

It says that the said Terhune has made certain advancements