

I C Brown,

Plff.

vs Answer of Phil Lyons

Mercer Loose Leaf Warehouse Co &c

Def

The defendant Phil Lyons for answer to the cross petition of the Mercer Loose Leaf Warehouse says that the defendant John Ellard did raise a crop of tobacco on his farm in Mercer County Ky and that he rented from this defendant a house and lot at an agreed price of \$100. for the season; that during the season he furnished him money to enable him to raise his crop to the amount of \$27.50, and that the said \$100. for rent of house and the said \$27.50, no part of which was ever paid, this defendant had a first and prior lien upon the said John Ellard's interest in said tobacco crop; that for the purpose of paying off said prior lien on said tobacco the said tenant turned the same over to this defendant for sale with the understanding and agreement that it was to be sold in this defendant's name and after deducting therefrom the said rent of \$100. and the said advancements of \$27.50 the remainder was to be paid to the tenant.

He says he did deliver said tobacco to the defendant Mercer Loose Leaf Warehouse Co in his own name as per agreement with the tenant and that the same was sold over the floor of the said Warehouse Co in two lots, one lot of 480 lbs bringing the net sum of \$98. and one lot of 835 lbs bringing the net sum of \$181.04 making a total delivery of ~~\$1315~~ 1315 lbs and which brought on the said market the net sum of \$279.04

He says that by his contract of rental with the defendant this defendant was to have one half of the net amount arising from the sale of the said tobacco, this defendant furnish the land furnishing the land, barn and stock and his co defendant ~~Ellard~~ Ellard doing all the work and labor necessary to raise said crop, each party paying one