

if tob etc does not justify this amt they are to have amt you owe me
on settlement not exceeding \$100.00. Will Brown."

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They state that under and by said writing the plaintiff transferred
and assigned to the defendants White & McCroskey ~~xxxx~~ \$100.00 of the amount
due from said crops; that the crops referred to in said order was the same
crops sued on herein; that said ~~xxxx~~^{writing} was at once upon its being executed
by plaintiff presented to John Burgin and he thereupon accepted the same
and agreed to pay the amount of \$100.00 from said crops to the said
White & McCroskey; that he has paid to them said \$100.00, and same has
been, and is, applied as a credit on said indebtedness of plaintiff to
said White & McCroskey.

They say that by reason of said order the title to the funds
arising from said crops, to the extent of \$100.00 passed to White & Mc-
Croskey and passed from the plaintiff and that payment thereof to said
firm was payment of said amount in full, and constituted a full and com-
plete settlement with the plaintiff.

Wherefore, they pray that plaintiff's petition be dismissed and
that said \$100.00 be adjudged the property of the defendants White & Mc-
Croskey; they pray generally for all general and proper relief including
their costs, and for judgment against plaintiff for \$146.78 with 6% interest
from Dec. 20, 1913 subject to credit of \$100.00 paid

C. H. Rankin
Attorney for Defendants.