

boarding him during said year. They state that at the expiration of the year these plaintiffs turned over and delivered to the defendant one-half of their tobacco crop with the understanding that defendant would sell the tobacco and deduct from the proceeds from the sale the balance due him as rental for his farm, to wit, one thousand dollars (\$1,000.00). They state that defendant sold the tobacco and delivered same to the Burley Tobacco Growers Cooperative Association between the dates of December 31, 1924 and February 24, 1925 and that the first payment which he received aggregated the sum of five hundred thirty one dollars and twenty-eight cents (\$531.28) leaving, at this time, a balance due the defendant of four hundred sixty-eight dollars and seventy-two cents (\$468.72). They state that since the receipt of the first payment on said tobacco the defendant has collected two payments thereon; one payment being in the amount of two hundred twenty dollars and eighty-one cents (\$220.81) and the other (being the third payment on said crop) being in the amount of three hundred twenty-four dollars and twenty cents (\$324.20). The total amount of said payments which the defendant had received for said tobacco crop being in the amount of one thousand seventy-six dollars and twenty-nine cents (\$1076.29) and with the one thousand dollars (\$1000.00) which was paid to the defendant by these plaintiffs as heretofore stated makes a total of two thousand seventy-six dollars and twenty nine cents (\$2076.29) paid by these plaintiffs to the defendant.