

ed to Lawson & Son, in the sum of \$555.55, for goods and merchandise bought from them and delivered to them by said Lawson & Son, and also being indebted to Homer Annis, for goods and merchandise bought by them from him, and being under a contract with said Annis to furnish them goods and merchandise until the first day of January, 1921, executed and delivered to the petitioner herein a mortgage on a crop of 12 acres of tobacco then on the farm and in the barns of the defendant, W.P. Harvey, in consideration of the said petitioner guaranteeing the payment of the indebted to the two firms above mentioned. A copy said mortgage is filed herewith and made a part hereof and marked 'Mortgage' for identification. He says that the tobacco covered by this mortgage was by agreement of all parties in interest delivered to the Mercer Farmers Tobacco Warehouse Company to be sold by the said company and the proceeds thereof held pending the determination of the priority and superiority of the respective liens on said tobacco and that said liens should be and exist in the proceeds thereof the same as they existed in the said tobacco; that said Company had notice of the mortgage of the petitioner herein and agreed and bound itself to be responsible for and protect the interest of the said mortgagee in said tobacco and the proceeds of the sale thereof in consideration of being permitted to sell said tobacco. *He says he*

Wherefore petitioner prays to be made a party to this action and that the court protect his interest in the proceeds of the sale of the said tobacco which