

Mercer Quarterly Court

T. E. Ransdell

Plaintiff

-v- Petition

W. M. Crews

Defendant

The Plaintiff states that he is a member of the Burley Tobacco Growers Coopeative Association and has been since the year 1921; that the defendant is not a member of that Association; that in the year 1923 the defendant raised on a farm in Mercer County Ky jointly owned by the plaintiff and his wife a crop of tobacco of approximately 5000 pounds; that said tobacco was raised under a written contract signed by the plaintiff and defendant an exact copy of which is filed herewith and made a part hereof; that by the terms of that contract the defendant agreed and bound himself to either deliver the tobacco raised to the Association or to pay all legal expenses incurred should there be any.

He states that the defendant refused to deliver the tobacco to the Association but sold it on the open market; that ~~the defendant~~ by the terms of the Standard marketing agreement which the plaintiff had signed with the Association and which the defendant knew he had signed it was provided that on failure to deliver tobacco as contracted a member should be liable for \$5.00 per hundred pounds on the tobacco not delivered, and in addition to pay attorneys fees and court costs.

He states that early in the year 1924 the Burley Association demanded of this plaintiff that he pay it the agreed damages based on the sale of the tobacco of the defendant; that he then notified the defendant of the claim by the Association; that at the instance and request of the