

E.W. Seruergs,

vs. Petition.

Accey Foster, v. *Walter Foster & Ballou*

Dft. 5.

Plff.

The plaintiff, E.W. Seruergs, states that on the

fourth day of December, 1916, he made and entered into a contract for the purchase of a crop of tobacco from the said defendant

as follows, viz:

That the said defendant had raised a crop of tobacco on the farm of Rome C. Olin in Washington County, Ky. of about 10000 pounds of which the said defendant was to get one-fourth interest of same and that on the date above named this plaintiff purchased the said one-fourth interest of the said defendant in the said crop for the price of 15 cts. per pound to be delivered at Springfield, Ky. He says that the defendant delivered one load of said tobacco at Springfield and paid to him the amount of his interest therein; but he has failed and refused to deliver the remainder of said crop as per contract, but has sold same to Hatchett, Foster and Bottoms, who are to receive the said crop at Harrodsburg, Ky. and that said tobacco is now in Harrodsburg, Ky. ready to be delivered to the said Hatchett, Foster and Bottoms, and that the said Accey Foster has sold said tobacco in violation of his said contract, which is filed herewith and made a part hereof and marked: A: For identity, and that said sale was made for the purpose of cheating

hindering delaying and defrauding this plaintiff in the fulfillment of said contract. He says that the said tobacco is of the value of about \$60.00 and that the said sale and assignment of the said tobacco to the said plaintiff gives him a

prior lien thereon to the interest of the said Hatchett, Foster and Bottoms and that the said tobacco is subject to this lien in the amount aforesaid, or such an amount as results from the

sale of said tobacco in excess of 15 cts. per pound.