

H. B. Cassell

Plaintiff

-v- Petition

Wm. Tatum

Defendant

1 The Plaintiff states that in the year 1924 at the special instance and request of the defendant he plowed 20 acres of land for him which was reasonably worth the sum of \$60, double disc'd the same land once and half of it again, which was worth reasonably \$36.00; ~~and~~ that during the same season the defendant furnished his team and plowed for him $7\frac{1}{2}$ days which was reasonably worth not exceeding \$45.00, leaving a balance due this plaintiff of \$67.00 which the defendant ~~has~~ agreed to pay but has failed to do so.

2. He states that in the year 1924 that he and the defendant had a contract by which the plaintiff furnished the defendant a field of ~~26~~ acres to be

grown in corn; that the defendant agreed to do all things necessary to complete said crop and to deliver the plaintiff one-half thereof shucked out and in his crib on the farm, and one-half the fodder nicely set up in the field; that the defendant has breached and broken this contract in this that he

failed to set up 40 shocks of the fodder, and plaintiff was compelled to have same set up at a cost of \$2.50; that he failed to shuck 30 shocks of said corn and left the same in the field so that plaintiff will be compelled to shuck the same and haul it in at a cost of \$10.00; that the defendant

instead of taking one-half of the corn from said field took 12 barrels more than one-half thereof, and that said corn at said time was of the value of ~~\$60.00~~ \$60.00 and he became indebted to the plaintiff to that extent on

account thereof.

Wherefore he prays judgment for \$130.50 and interest costs and all proper relief.