

KENTUCKY COURT OF APPEALS,  
December 13, 1929.

instrumental in the securing of said coal,  
OGLE COAL COMPANY APPELLANT  
consideration of the services rendered by the said party of the  
first part in procuring the execution and delivery of said con-  
tract, it is agreed by and between the parties hereto, as follows,

VS: APPEAL FROM FLOYD CIRCUIT COURT

First - the party of the second part agrees to pay to  
the said party of the first part for his services, on or before  
the 15th day of each and every month during the life of this  
G. R. MARTIN APPELLEE

OPINION OF THE COURT BY JUDGE DIETZMAN - - - - - AFFIRMING:  
ton and ten (10) cents per ton for all coal sold over and above

On the 25th day of November, 1921, the appellant and  
the appellee entered into a written contract, in the parts of  
which pertinent to the present controversy read:

"This agreement, made and entered into this 25th day  
of November, 1921, by and between G. R. Martin, Drift, Floyd  
County, Kentucky, party of the first part, and Ogle Coal Company,  
a corporation organized and existing under the laws of the State  
of Indiana, party of the second part.

"Witnesseth: That whereas, on the 25th day of November,  
1921, J. N. Meek, principal of the J. N. Meek Coal Company,  
Paintsville, Johnson County, Kentucky, made, executed and del-  
ivered to the party of the second part, a contract for the output  
of the coal of his mines, a copy of contract hereto attached, and,

"Whereas, the party of the first part has rendered  
service to the party of the second part herein, and has been