

Mercer Quarterly Court

D. W. & Stephen Cloyd

Plff

-v- Answer & counter-claim

Elwood Stagg

Deft

Comes defendant and for statement of facts on which his defense is based, and reserving the right to plead orally herein, says that he denies that he is indebted to the Plff \$43.71 or any other sum or at all for sawing or for anything; for further answer and counter-claim he says that it is true the plffs sawed a lot of lumber for him; that they presented him a bill for \$143.71 of which he paid \$100.00; he says that instead of sawing lumber to the amount of \$143.71 that the plaintiffs sawed only lumber to the amount of \$119.71; that it was a part of the agreement between them that the plffs were to saw only logs that were good and sound enough to make lumber and they were not to saw the rotted or damaged logs, but that the plffs sawed of the rotted and damaged logs to the amount of ~~\$400~~ 4000 ft or \$24.00 worth; that the plffs were to rick and stack the lumber putting the different grades lengths and widths to themselves but they failed to do so and stacked it all together and mixed it up, so that deft was compelled to expend \$4.50 in re-ricking it; so that the account between the parties stands thus

Amount of bill presented for sawing		\$143.71
Paid cash	\$100.00	
Less over-charge (lumber not sawed)	24.00	
Less rotted and worthless lumber sawed	24.00	
Less labor bill ricking lumber	4.50	
Balance due Stagg		8.79
	<u>\$152.50</u>	<u>\$152.50</u>