

that said note by said judgment being  
canceled he as holder thereof has a  
right to recover said note & interest  
of said Smith, and the note and  
occupation of said land being debt  
due by said estate of Hamilton to said  
Smith & said Smith being indebted to the  
said estate in the full amount of  
said \$762.<sup>88</sup> with interest from 2<sup>nd</sup> May  
1870, he claims the right & hereby elects  
to assert the one sum against the other.  
He says said note & interest is much  
larger than said rents, use & occupation,  
in the event the Court should hold that  
said debt Crossfield was entitled to equi-  
table substitution to the rights of said Smith  
against this Deft & his estate, he then  
says that he as Adm is entitled to have  
said Smiths indebtedness against said  
deft against said rents, use & occu-  
pation before said Crossfield can be  
adjudged any thing. He prays the  
Court to so adjudge for all proper  
relief.

Thos C Bell

for Deft

L H Parish Adm of Wm Hamilton says  
he believes the statements of the foregoing  
Deft to be true.

L H Parish

Done & before me by Lt Parish Oct 7<sup>th</sup> 1870  
Geo L Bailey Ckr N.C.C.