

Mercer Quarterly Court.

Charley Trower et als

Plaintiffs.

-v- Answer, Counter-claim and set-off.

M. W. ONeal &c

Defendants.

1.....Defendants for answer herein deny that under said contract the work was to be done under any instructions from the defts, or which defts agreed to furnish or did furnish as the work progressed; deny that the barns were built, or completed in a workmanlike manner; deny that the barns were constructed under the supervision of the defendants; deny that they or either of them were accepted by the defts at any time or at all; deny they are indebted to the plffs the sum of \$200 or any sum or at all.

2.....Defendants for further answer and by way of counter-claim against the plaintiffs, say that the plaintiffs represented that they and all of their employees were first class, experienced carpenters and builders; that they had constructed a barn in the neighborhood near to defts for *Thomas Dean* but that both said representations were false and known by plffs to be false at the time and said representations were made to induce defts to contract with plffs and were relied on by defts and but for same they would not have contracted with the ~~def~~ plaintiffs.

They say that the plffs obligated and bound themselves to construct and build said barns and make them complete and finished in a good and workmanlike manner. *That they agreed to use only suitable & proper materials in building the barns & to use no inferior materials therein, or wood shaken or damaged timber.* They aver and charge that said barns were built in a careless, reckless and unworkmanlike manner, with unskilled and inexperienced labor, resulting in their being insufficiently built as to braces, strength, and inferior workmanship and inferior materials placed therein; that said barns