

Mercer Quarterly Court

Owen Davenport

Plaintiff

-v- Reply and set-off and counter-claim

Dennis Gray

Defendant

1. Comes now the Plaintiff and for reply denies that he has refused to account to defendant for the proceeds of said tobacco; admits that the defendant worked for him at the rate of ~~\$12xx~~ \$1.25 for ordinary work and \$2.00 in harvesting and rock crushing; admits that he worked for plaintiff $56\frac{1}{2}$ days at \$1.25, $\frac{4}{2}$ days at \$2.00 making a total due defendant for labor of \$79.62; admits that he purchased of the defendant 14 barrels of corn, but denies that it was at ~~\$5~~ \$5 per barrel or any sum other than \$3.25 per barrel, and that defendant was entitled to \$46.15.

2. For further reply counter-claim and set-off plaintiff says that in the production of said crop of tobacco that this plaintiff at the instance and request of the defendant and under the contract for said crop furnished labor in setting out said crop to the extent of \$22.00; labor in houseing said crop ~~\$16.50~~ ⁵⁰, and labor in stripping said crop \$66.00; that during the production of said crop and in order to enable the defendant to subsist at his special instance and request plaintiff furnished him cash to the extent of \$37.30, paid Dr. Haston for him \$3.00, and furnished provisions groceries &c / to the extent of \$2.40 that he also paid for ~~maxdryx~~ two days plowing corn for the defendant in a corn crop the same year \$2.50.

3. The plaintiff for further and other reply and defense to the matters plead by the defendant says that shortly after the sale of the tobacco crop referred to that he and the defendant had a full and complete settlement of accounts between them involving all matters set out in the answer of the defendant and all matters between them except the bill due to O. H. DeBaun;