

MERCER QUARTERLY COURT

Owen Davenport

Plaintiff

Vs. Answer and Set Off

Dennis Grey

Defendant

The Defendant for answer to the petition of Plaintiff admits that in the year 1926 he and the Plaintiff entered into an agreement by which this defendant was to secure from O.H. DeBaun goods, wares and merchandise from his store on the account of and to be charged to the Plaintiff. But Defendant denies that he was to pay the same to DeBaun; admits that under this arrangement he secured goods and merchandise to the extent of \$142.00; admits that he failed and refused to pay O.H. DeBaun for said goods; admits that the Plaintiff was compelled to pay the same on July 27, 1927.

For further and other answer to Plaintiff's petition and by way of set-off to the claim of the Plaintiff, Defendant says that he was a tenant in the year 1926 on the farm of Owen Davenport; that under his contract of tenancy with said Plaintiff he was to put out and cultivate a crop of tobacco on the farm of Lula Wilson; that this Defendant was to have one-half interest in the tobacco so raised and grown on said farm. He says that pursuant to said contract a crop of tobacco was raised and grown on said farm; that the number of pounds produced was 3575 pounds; that under ~~the~~ date of January 26, 1927 this Defendant and Plaintiff delivered said tobacco to the Peoples' Tobacco Warehouse in Boyle County, Kentucky; that the said tobacco was sold in the name of Mrs. Lula Wilson and Plaintiff received for said tobacco the sum of \$145.27; that of this amount the sum of \$21.12 was deducted from the sale price for warehouse charges leaving a balance of \$124.15 which