

amount was actually received by the Plaintiff. Defendant says that by reason of his contract for one-half interest in said tobacco, he is entitled to the sum of \$62.07 which is one-half of the net proceeds of said tobacco. He says that he has made demands upon the Plaintiff for said amount but Plaintiff has failed and refused to pay said amount or any part of the same.

For further answer to Plaintiff's petition and by way of set-off, Defendant says that between the dates of January 7th and September 1st, 1926 he performed manual services on the farm for the Plaintiff under a contract with the Plaintiff by which this Defendant was to receive the sum of \$1.25 per day for all work done with the exception that he was to receive \$2.50 per day for setting tomato plants and same amount for work in thrashing wheat and \$2.00 per day for crushing rock; that the value of his services during said period of time amounted to \$105.12; that he has made demands upon the Plaintiff for payment of said amount but that he has failed and refused to pay said amount or any part of same.

For further answer ~~and~~ to petition of Plaintiff, Defendant says that under date of September , 1926 he sold and delivered to Plaintiff fourteen barrels of corn for which Plaintiff agreed to pay \$70.00 or at the rate of \$5.00 per barrel; that Plaintiff has failed and refused to pay said amount or any part of same although demand has been made upon Plaintiff to pay said amount.

Wherefore Defendant asks that his aforesaid demands be set off against Plaintiff's demands and for a judgment against Plaintiff in the sum of \$96.17, costs of this action and for all other relief to which he may appear to be entitled.

Enos W. Dugger
ATTORNEY FOR THE DEFENDANT.