

Mercer Quarterly Court

G. P. Chinn & Company,

Plaintiff,

-vs-

Answer, Set-off and Cross Petition

Raymond Goforth,

Defendant.

The defendant, Raymond Goforth, denies that he is indebted to the firm of G. P. Chinn & Company, in the sum of \$ 160.40 or in any sum; denies that no part of said debt has been paid; he denies that he has no property in this State subject to execution, or not enough thereof to satisfy plaintiff's demand, and that the collection of the demand will be endangered in delay in obtaining judgement or a return of no property found.

For answer and set-off to plaintiff's petition defendant states that at the time he sold his crop of tobacco raised in 1922 that he was not a member the Burley Tobacco Growers' Co-operative Association, and that at said time the plaintiff G. P. Chinn, entered into an agreement with this defendant that if he would sell said tobacco thru said pool or association that he would receive the full amount of money due on the first warehouse receipt from the sale of said tobacco. He says that said receipt amounted to the sum of \$ 192.50 and that the said G. P. Chinn failed to make said above named arrangement whereby he would receive the full amount of money called for by the warehouse receipt and that he only received the sum of \$ 150.00 thereon and that by reason thereof he is entitled to a credit of \$ 42.50 on the account sued on herein; the defendant says that he turned over and assigned to this plaintiff his tobacco warehouse receipt for the third or final payment due him from the Burley Tobacco Growers' Co-operative Association, for tobacco delivered and sold to said association, said tobacco being crop raised by defendant in year of 1922. The defendant ^{says} that he and the plaintiff entered into a contract and agreement in which said plaintiff agreed that in consideration of the defendant turning over and assigning to plaintiff the above mentioned warehouse receipts that the defendant should and would be given credit for amount said tobacco was graded at and amount of money said tobacco would bring on payment of said warehouse receipt.

The defendant states that he believes that when the final payment of said warehouse receipt is made that it will more than pay the amount claimed by plaintiff in his petition herein.

The defendant further answering says that T. B. Gorham, has a landlords lien on the crop of tobacco attached herein for money advanced, furnishing plants, labor performed, housing said tobacco and preparing it for market, and he ask that said Gorham be made a party defendant hereto and required to set up his landlords lien against said crop.

WHEREFORE, defendant prays that plaintiff's petition be dismissed, for