

IN THE CIRCUIT COURT OF COUNTY, MISSISSIPPI

d/b/a PLAINTIFF

VS. NO.

DEFENDANT

ANSWER AND COUNTERCLAIM

COMES NOW (" ") and responds to the Complaint filed herein by
d/b/a as follows:

ANSWER

For its answer to the Complaint filed herein, would show as follows:

FIRST DEFENSE

would affirmatively show that no contract existed between the plaintiff and .
Accordingly, the plaintiff is not entitled to recover damages for breach of contract in this matter.

SECOND DEFENSE

would affirmatively show that the plaintiff failed to provide with adequate
assurance of its ability to pay for the materials requested by the plaintiff from .
Accordingly, the plaintiff is not entitled to recover damages from in this matter.

THIRD DEFENSE

would affirmatively show that the plaintiff unilaterally rescinded its request that
provide materials to the plaintiff for the , project. Accordingly, the plaintiff
is not entitled to recover damages from in this matter.

FOURTH DEFENSE

Responding to the Complaint paragraph by paragraph, would show the following:

1. admits that is a Mississippi corporation. lacks sufficient
knowledge, information and belief upon which to base a conclusion as to the truth or falsity of
the remaining allegations of paragraph of the Complaint and, therefore, for the purpose of
demanding strict proof thereof, denies same.

2. The allegations contained in paragraph of the Complaint are admitted.

3. The allegations of paragraph of the Complaint are denied.
specifically denies that a writing dated , is attached to a copy of the

Complaint as Exhibit " ". would affirmatively state that its bid for the contract work was made to as the purported agent of .

4. The allegations of paragraph of the Complaint are denied. would affirmatively state that at the request of that furnished preliminary shop drawings to as the purported agent of and anchor bolts directly to . Said shop drawings speak for themselves.

5. admits that the plaintiff performed foundation work at the , site. The remaining allegations of paragraph of the Complaint are denied.

6. The allegations of paragraph of the Complaint are denied. would affirmatively show that on , it was advised for the first time that all invoices for the , project should be sent to not to as previously represented to . immediately investigated the credit of and learned that the corporation had a history of slow payment. proposed that provide either a letter of credit or a joint check agreement from to proceed with the job. failed and refused to provide the credit requested. Thereafter, unilaterally withdrew its order and never requested that perform additional work or supply additional materials to the , project.

7. The allegations of paragraph of the Complaint are denied. would affirmatively state that the materials procured by for completion of the , project were at an excessive price and not a proper measure of damages, if any, incurred by the plaintiff. specifically denies that the plaintiff is entitled to recover damages in any amount whatsoever from .

8. reavers those responses and defenses contained in paragraphs 3 through 7 above.

9. The allegations of paragraph of the Complaint are .

10. The allegations of paragraph of the Complaint are .

11. The allegations of paragraph of the Complaint are .

12. The allegations of paragraph of the Complaint are .

13. admits that it provided preliminary shop drawings to as the purported agent for and anchor bolts directly to . The remaining allegations of paragraph of the Complaint are denied.

14. The allegations of paragraph of the Complaint are .

15. The allegations of the unnumbered prayer for relief immediately following paragraph of the Complaint are . It is specifically denied that the plaintiff is entitled to recover damages in any amount whatsoever from .

WHEREFORE, PREMISES CONSIDERED, dismiss the Complaint filed against it by d/b/a d/b/a .

respectfully requests that this Court with all costs to be assessed against

COUNTERCLAIM

COMES NOW and for its Counterclaim against d/b/a would show the following:

1.a. (" ") is a corporation organized and existing under the laws of the State of Mississippi which maintains its principal place of business at , , Mississippi.

1.b. is a corporation organized and existing under the laws of the State of Mississippi which claims to be doing business as and which may be served with process in this matter in accordance with Rule 5, Miss. R. Civ. P. by serving counsel for d/b/a .

2. At the request of , acting as the purported agent of , prepared and furnished anchor bolts to and preliminary shop drawings to for a construction project in , .

3. After the shop drawings had been furnished, advised that they were not the agent for and asked to submit invoices for the anchor bolts and shop drawings and all future work on the project to .

4. immediately conducted a credit investigation of and upon learning that had a history of slow payment, requested that provide with adequate assurance of its ability to pay for the materials requested.

5. , rather than provide the adequate assurance requested by , withdrew its request for materials for the project.

6. is entitled to recover the reasonable value of the anchor bolts provided to and shop drawings provided to in the amount of \$ plus interest at the rate of percent per annum from the date the shop drawings were furnished, , , until paid.

WHEREFORE, PREMISES CONSIDERED, respectfully requests that this Court enter judgment in its favor against d/b/a in the amount of \$ plus interest thereon at the rate of percent per annum from , until paid plus all costs of this action.

Respectfully submitted,

Attorney for

Of counsel:

Telephone:
MSB #
Attorney for