

IN THE CIRCUIT COURT OF COUNTY, MISSISSIPPI

d/b/a PLAINTIFF

VS. NO.

DEFENDANT

PLAINTIFF'S ANSWER TO COUNTERCLAIM

COMES NOW, the Plaintiff, and responds to the Counterclaim filed herein by as follows:

FIRST DEFENSE
FAILURE TO STATE A CLAIM

The Plaintiff/Counter-Defendant would affirmatively state that the Defendant/Counter-Plaintiff herein fails to state a cause of action upon which relief may be granted and said Counterclaim should be dismissed.

SECOND DEFENSE
GENERAL DENIAL

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

1a.

(" ") admits those averments contained in paragraph one a. of the subject counterclaim.

1b.

admits those averments contained in paragraph one b. of the subject counterclaim.

2.

denies that ever acted, or stated that it was acting, as an agent of . Further, denies that acted in any capacity in the subject negotiations and contract. admits that prepared anchor bolts and preliminary shop drawings for a construction project in , . All allegations of paragraph two not specifically addressed above are denied.

3.

denies those averments contained in paragraph three of the subject counterclaim.

4.

denies those averments contained in paragraph four of the subject counterclaim.

5.

denies those averments contained in paragraph five of the subject counterclaim. would affirmatively state that , at all times relevant hereto, indicated its intentions to live up to the terms agreed upon by agents of and .

6.

denies those averments contained in paragraph six of the subject counterclaim. would affirmatively state that is not entitled to recover any amount whatsoever from .

7.

denies those averments contained in that unnumbered paragraph beginning "Wherefore" in the subject counterclaim and further denies all allegations contain in the subject counterclaim which are not otherwise specifically addressed herein.

### THIRD DEFENSE ESTOPPEL

8.

would affirmatively allege that 's intentionally and without justifiable excuse, breached the subject contract upon which justifiably relied to its detriment and is equitably estopped from making the subject counterclaim.

FOURTH DEFENSE  
NEGLIGENCE/BREACH OF CONTRACT

9.

          would affirmatively alleged that the anchor bolts and shop drawing allegedly provided by           for the           project were not provided in a commercially reasonable manner, were negligently or defectively prepared and constituted goods or services not in conformity with the contract requirements.           would further state that           's own negligence or breach of contract bars or reduces the subject counterclaim accordingly.

          WHEREFORE, the Plaintiff/Counter-Defendant,           , moves this Court to dismiss the Defendant/Counter-Plaintiffs counterclaim and assess all costs of court to           .

Respectfully submitted,

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Attorney for

Of counsel:

Telephone:  
MSB #  
Attorney for