

NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

PITT COUNTY

SUPERIOR COURT DIVISION

00 CVS 3589

SOUTHERN SALES, INC.

Plaintiff

BY

vs.

ANSWER AND COUNTERCLAIM

AMY P. MILES, d/b/a MILESTONE :

FARM SALES AND MARKETING, :

INC. :

Defendant

Defendant, answering the complaint of the Plaintiff says:

1. The allegations of Paragraph 1. are not denied.
2. The allegations of Paragraph 2. are denied, in that Amy P. Miles is an individual and an employee of Milestone Farm Sales and Marketing, Inc., a North Carolina Corporation.
3. The allegations of Paragraph 3. are denied for the reasons stated in Paragraph 2.
4. The allegations of Paragraph 4. are denied.
5. The answers to allegations of Paragraphs 1. through 4. are incorporated herein by reference.
6. The allegations of Paragraph 6. are denied.
7. The allegations of Paragraph 7. are denied.
8. The allegations of Paragraph 8. are denied.
9. The allegations of Paragraph 9. are denied.
10. The allegations of Paragraph 10. are denied.
11. The allegations of Paragraph 11. are denied.
12. The allegations of Paragraph 12. are denied.

WHEREFORE, the defendant prays that the complaint of the plaintiff be dismissed and the plaintiff be taxed with the costs of the action.

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COUNTERCLAIM

The defendant, counterclaiming against the defendant says:

1. That the defendant, Amy P. Miles is an employee of Milestone Farm Sales and Marketing, Inc. a North Carolina Corporation, which has a principal place of business in Pitt County, North Carolina, and if the said defendant, Amy P. Miles is determined to have liability in the allegations of the complaint, which she denies, she is entitled to recover damages against the plaintiff as alleged hereafter.

2. That the plaintiff is a North Carolina Corporation with a place of business in Wake County, North Carolina. That the plaintiff entered into a Consignment agreement with Milestone Farm Sales and Marketing, Inc. dated August 1, 2000 wherein the plaintiff agreed to pay ten percent commission to Milestone Farm Sales and Marketing, Inc. for the sale of all horses and ponies owned by plaintiff.

3. That the plaintiff breached this agreement by withdrawing her horses and ponies from the control of Milestone Farm Sales and Marketing, Inc. without due and proper notice, without paying expenses due to Milestone Farm Sales and Marketing, Inc., particularly advertising and boarding costs, which expenses exceed \$10,000.00.

4. That in addition, the plaintiff agreed to board its horses and ponies with Milestone Farm Sales and Marketing, Inc. until a sale of the horses, which caused Milestone Farm Sales, Inc. to expend money and other resources to plan for the care of the horses and ponies, including not taking on other boarders.

5. The plaintiff demanded custody of the horses and ponies, which Milestone Farm Sales and Marketing, Inc. agreed to, which resulted in additional expenses and hardships upon the

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employees and staff of Milestone Farm Sales and Marketing, Inc. and additional expense to Milestone Farm Sales and Marketing, Inc.

6. That the plaintiff, by and through its employees, particularly Amy Bennett, libeled and slandered Milestone Farm Sales and Marketing, Inc. and Amy P. Miles, by speaking, writing, and intentionally communicating false and defamatory statements about Milestone Farm Sales and Marketing, Inc. and Amy P. Miles, which libel and slander was intended to and in fact did cause financial damage to the interest and business of Milestone Farm Sales and Marketing, Inc. and Amy P. Miles.

*No allegations as to time & place
No allegations as to what was said
To 3rd parties?*

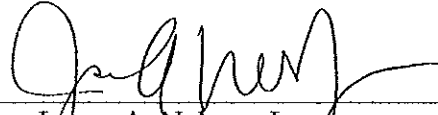
7. That Milestone Farm Sales and Marketing, Inc. and Amy P. Miles are entitled to a sum in excess of \$ 10,000.00 for such libel and slander.

Wherefore, the defendant, prays the Court as follows:

1. That the plaintiff's complaint be dismissed and the plaintiff recover nothing of the defendant.
2. For judgment against the plaintiff for breach of contract in an amount in excess of \$ 10,000.00.
3. For judgment against the plaintiff for libel and slander in an amount in excess of \$ 10,000.00.
4. For the costs of this action to be taxed to the plaintiff.
5. For a trial by jury of all issues so triable.
6. For such other and further relief which the Court deems just and proper.

This the 2nd day of February, 2001.

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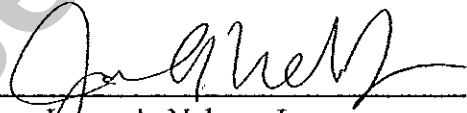


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CERTIFICATE OF SERVICE

It is hereby certified that on this date the foregoing or attached pleading or paper was duly served upon each party to this cause or his attorney of record, by mailing such copy in accordance with the provision of Rule 5 of the Rules of Civil Procedure.

This the 2th day of February, 2001.



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