

Mercer Quarterly Court

S.E. May,

Plaintiff

VS Petition

L.E. Myers Company,

Defendant

Plaintiff S.E. May states that on _____ day of January 1925 he entered into a contract with the L.E. Myers Company under the terms of which contract he agreed to furnish and deliver milk to the said Company ; that by the further terms of said contract the said Company agreed to return all bottles to this plaintiff in which said milk was to be delivered and that upon its failure to do so it would pay for said bottles at the rate of six and one fourth cents per bottle.

Plaintiff says that since the beginning of his contract with the defendant, to wit, January 1st., 1925, defendant has received from this plaintiff 70 dozen bottles for which it has not accounted and that altho this plaintiff has made demand upon defendant for the return of the same it has failed and refused to return same or pay for said bottles.

Wherefore, Plaintiff prays for judgment against defendant for the sum of \$52.50, the costs of 70 dozens bottles at the rate of six and one fourth cents per bottle; for costs of this action and for all other relief to which he may appear to be entitled.


Attorney for Plaintiff