

QUESTION 10. Kindly state whether or not the defendant was entitled to the credit demanded.

Answer 10. The merchandise did not check out as he had listed it. Several items were short in number and others were not the style indicated. He also listed the merchandise which we had already credited him with on January 30, in the amount of \$9.60, and still demanded the \$16.95, which he formerly claimed. He also sent back fourteen pairs of No. 260 Footwear, which is shown on his first item which indicated that he returned merchandise which had been in his stock before our shipment of September 16, 1921, inasmuch as at that time we only sent him six pairs of this style of footwear. There was also a discrepancy in price inasmuch as a different price prevailed on our footwear during the month of April 1922, than that which prevailed September 1921, the date of shipment of our merchandise. The price of footwear had declined and accordingly we could not credit him with the full price.

Question 11. Will you kindly state whether or not the defendant had been authorized to return this merchandise for credit on his account?

Answer 11. No Sir, the merchandise was returned to us without any previous notification or any authority from us. However, we did accept it upon its return and credited the merchandise in at the prices prevailing in April 1922, the date of the returned shipment.

Question 12. Are there any other facts in connection with this account of which you have personal knowledge?

Answer 12. No Sir, there are not.

LCM'Ginley

State of Ohio

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County of Summit.