

MERCER QUARTERLY COURT.

MISHAWAKA WOOLEN MNFG. CO.

PLAINTIFF.

VS. PETITION.

E. R. FOSTER.

DEFENDANT.

The Plaintiff, MISHAWAKA WOOLEN MNFG. CO., states that it is a corporation organized and existing under the laws of the State of Indiana and as such it is authorized to sue and be sued and to contract and be contracted with.

The Plaintiff states that the Defendant, E. R. FOSTER, is indebted to it in sum of \$205.44 for goods, wares and merchandise, sold and delivered to the Defendant at his special instance and request by the Plaintiff on September 1st., and October 26th, 1921, and for which goods, wares and merchandise the Defendant, promised and agreed to pay the sum of \$205.44. Plaintiff states that said goods, wares and merchandise were reasonably worth the sum which the Defendant promised and agreed to pay therefor, but that Defendant has paid no part of said account except the sum of \$105.44, which sum he paid on March 18th, 1922 leaving a balance of \$100.00 due and owing this Plaintiff by the Defendant, as shown by itemized statement of account filed herewith as a part hereof Marked "A". Plaintiff states that by the terms of this contract with Defendant said goods, wares and merchandise should have been paid for net on November 26th, 1921 and that said account was to bear interest from that date until paid. The Plaintiff further states that Defendant has failed, neglected and refused to pay said sum of \$100.00 and the interest as aforesaid, and that said sum and interest is now due and owing this Plaintiff by the Defendant.

Wherefore Plaintiff prays for judgment against the Defendant, E. R. Foster, for the sum of \$100.00 and interest on the sum of