

CHATTANOOGA MEDICINE COMPANY

PLAINTIFF,

-VS-

PETITION

E. R. FOSTER,

DEFENDANT.

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Plaintiff, Chattanooga Medicine Company, says that it is a corporation organized under and existing by virtue of the laws of the State of Tennessee and as such has the power to sue and be sued, to contract and be contracted with and was so empowered at all times hereinafter mentioned.

Plaintiff says that the defendant E. R. Foster, by a writing dated April 2nd 1925 ordered from this plaintiff certain merchandise as per the attached itemized sworn statement and in the sum of \$ 51.00; that said merchandise was delivered to this defendant and sold to him at his special instance and request; that said defendant promised and agreed to pay for said merchandise. It says that although often demanded payment has been refused and is still refuses and that the whole of said amount is now due.

For further cause of action plaintiff says that on October 26th 1923 this plaintiff furnished to the defendant herein at his special instance and request calanders, the amount the defendant agreeing to pay for said calanders being seven ( \$ 7.00 ) dollars. It says that the defendant promised and agreed to pay for them the sum charged. It says that payment has often been demanded but that this defendant has failed and refused and still fails and refuses to pay said account or any part thereof and that the whole of said amount is now due and owing.