

MERCER QUARTERLY COURT.

HAYNES HENSON SHOE CO.

PLAINTIFF.

VS. PETITION.

E. R. FOSTER

DEFENDANT.

The plaintiff, Haynes Henson Shoe Co., states that it is a corporation organized and existing under the laws of the State of Tennessee and as such it is authorized to contract and be contracted with and to sue and be sued.

The plaintiff states that the defendant, E. R. Foster, is indebted to it in the sum of \$78.60, for goods, wares and merchandise sold and delivered to defendant at his special instance and request on July 7th, 1921 and for which goods, wares, and merchandise the defendant promised and agreed to pay the sum of \$78.60 on November 1st, 1922: that said goods, wares and merchandise were reasonably worth the sum of \$78.60, which the defendant promised and agreed to pay therefor and that by the terms of contract the agreement had by this plaintiff with defendant, said account became due and payable net on November 1st, 1921 and was to bear interest at the rate of six percent thereafter until paid. Plaintiff files herewith as a part hereof itemized statement of said account marked "A". Plaintiff states that although said account is long since past due the demand of payment has been made upon defendant, defendant has failed, neglected and refused to pay the same and that the whole amount thereof with interest thereon at the rate of six percent per annum from November 1st is now due and owing this plaintiff by the defendant, E. R. Foster.

Wherefore plaintiff prays for judgment against the defendant for the sum of \$78.60 with interest thereon at the rate of six percent per annum for November 1st, 1921 and for its costs herein and for all proper relief.

E. R. Foster