

1879

NATIONAL SALES SYSTEM,
Plaintiff
vs:
EDWARD W. ENGEL,
Defendant

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA
AT LAW

ANSWER

COUNT I: Comes the defendant and for answer denies each and every allegation made in each and every count.

COUNT II: The defendant alleges that the plaintiff failed to carry out its part of said contract in that it failed to use its best endeavor to give absolute satisfaction in the sale and to bring the sale to a satisfactory termination.

COUNT III: That the defendant cancelled said contract at the end of the three weeks.

COUNT IV: That the representative of the plaintiff sent to the defendant's store was offensive to the defendant's female employee, thus rendering the service of the plaintiff unsatisfactory.

COUNT V: That at the beginning of said sale, the defendant had an inventory of approximately \$11,000.00, and at the end of the said sale, in which the plaintiff assisted him, the defendant had an inventory of approximately \$6,600.00, thus the plaintiff failed to bring the sale to a satisfactory termination as provided for in said contract.

Forley Charles W.
Attorney for Plaintiff

RECORDED DEED

ANSWER

NATIONAL SALES SYSTEM,
PLAINTIFF

VS:

EDWARD W. ENGEL

DEFENDANT

IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW

FILED
DEC 13 1952
ALICE L. DUCK, Clerk

IN THE CIRCUIT COURT . . LAW SIDE

You are hereby commanded to summons Edward W. Engel to appear within thirty (30) days from the service of this writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of National Sales System,

Arsip-karsaka
Clerk

NATIONAL SALES SYSTEM,

Plaintiff,

- VS -

EDWARD W. ENGEL.

Defendant,

The Plaintiff claims of the defendant Eight Hundred Dollars (\$800.00) damages for the breach of an agreement, a copy of which is attached hereto, marked Exhibit "A" and specifically made a part hereof, entered into by the Plaintiff and the defendant on the 22nd day of June, 1951. And the Plaintiff says that although it has complied with all its provisions on its part, the defendant has failed to comply with the provisions relative to payment to the Plaintiff, having failed and refused to make the last Two (2) payments due under said contract, all to Plaintiffs damage as aforesaid.

The Plaintiff claims of the defendant Six Hundred Dollars (\$600.00) due from him for work and labor done for the defendant, to-wit, July 9, 1951, through July 21, 1951, at his request, which

sum of money with interest thereon is still unpaid.


Attorney for Plaintiff

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EXHIBIT
"A"

C O P Y

N A T I O N A L
S A L E S S Y S T E M
Gowanda, New York

A G R E E M E N T

Date: June 22, 1951

ENGEL DEPARTMENT STORE of ELBERTA, ALABAMA

being the owner and manager of a stock of DRY GOODS AND SHOES located at ELBERTA, ALABAMA, hereby contracts with the NATIONAL SALES SYSTEM for a sale, and the NATIONAL SALES SYSTEM hereby agrees to supply them with a capable sales manager to manage and conduct a special sale of such stock, said specialist to arrive on JUNE 25th or JULY 2nd, 1951, open the sale on SOON AS POSSIBLE and to remain with THIS FIRM UNTIL AND INCLUDING FOUR WEEKS. I will pay for this service a fee of THREE HUNDRED (\$300.00) DOLLARS per week, said fee to be paid each Saturday A. M., by certified check drawn only to the order of the NATIONAL SALES SYSTEM and to be delivered to the sales manager in charge, and the NATIONAL SALES SYSTEM agrees that said sales manager will conduct such sale on the above terms and will be thoroughly equipped therefor, will draft all copy for advertisements, signs and cards; will display merchandise to the very best selling advantage both in stores and windows and will assist in management and supervision of sale.

- (a) Collection service is included without further charge except for printing and postage. (if desired check here) X
- (b) Option on sales manager's service is granted for additional weeks at the same rate per week. (If desired check here).

Under this arrangement MR. ENGEL or HIS representatives RESERVES the right to set prices on all merchandise, regulate advertising expenses, approve of all advertising copy and handle all cash receipts.

This AGREEMENT is not subject to cancellation except by mutual agreement of both parties.

The merchant or store, contracting with the NATIONAL SALES SYSTEM under this agreement, hereby agrees not to re-employ the sales manager who is sent to render the service stipulated in this contract, at any time in the next five years in any capacity, directly or indirectly, as an agent or as an individual, except as a representative of the NATIONAL SALES SYSTEM under contract with the NATIONAL SALES SYSTEM and if said merchant or store should do so, such merchant or store hereby confesses damages to the NATIONAL SALES SYSTEM in the sum of \$1,000. This written contract covers the entire terms of our agreement.

The NATIONAL SALES SYSTEM will use their best endeavor to give absolute satisfaction in the sale and to bring the sale to a satisfactory termination.

MR. ENGEL HAS THE PRIVILEGE OF CANCELLATION AT THE END OF THE THIRD WEEK if satisfactory TO DO SO.

MR. ENGEL DEPARTMENT STORE

MR. HE

11-13-52

RECORDED 1879

Received in Sheriff's Office
this 22 day of Oct, 1952
TAYLOR WILKINS, Sheriff

SUMMONS AND COMPLAINT

Executed Nov 13, 1952
By Serving copy on
Edward W. Engel

NATIONAL SALES SYSTEM,
Plaintiff,

- VS. -

EDWARD W. ENGEL,
Defendant,

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Sheriff
Taylor Wilkins
By
Edleigh Steadham

IN THE CIRCUIT COURT
OF BALDWIN COUNTY
ALABAMA

AT LAW

FILED
CECIL G. CHASON
ATTORNEY AT LAW
FOLEY, ALABAMA
OCT 27 1952

ALICE J. DICK, Register

1879