

Civil case of Thomas Anderson vs Charles McLean, et al

Charles McLean & Co.	Gave promissory note to O. H. Hill for 100.00	March 20, 1873
Obediah H. Hill	Received promissory note from Charles McLean & Co.	
Charles McLean	Summoned to answer to complaint from Thomas H. Anderson	March 13, 1874
George W. Sholtz	Summoned to answer to complaint from Thomas H. Anderson	
John Heinberger	Summoned to answer to complaint from Thomas H. Anderson	
Hugh Cox	Summoned to answer to complaint from Thomas H. Anderson	
Thomas H. Anderson	Complaint for damages on unpaid note	
A. J. Hill	Clerk	
E. A. Huffman	Deputy	
Hugh Cox	Of Blackford County, Ind; summoned to answer Thomas Anderson	March 13, 1874
A. J. Hill	Clerk	
E. A. Huffman	Deputy	
Thomas H. Anderson	Plaintiff	May Term 1874
Silas M. Barnet	Plaintiff	
Eben Dole	Plaintiff	
Charles McLean	Defendant	
Hugh Cox	Defendant	
George W. Sholtz	Defendant	
John Heinberger	Defendant	
Thomas H. Anderson, et al.	Oath: March 1873 O. H. Hill sold property to McLean & Cox	
Thomas H. Anderson, et al.	Oath: McLean & Cox were business partners	
Thomas H. Anderson, et al.	Oath: McLean & Cox paid 500.00 and gave promissory note for 100.00	
Thomas H. Anderson, et al.	Oath: Obediah Hill assigned said note to plaintiffs	
Thomas H. Anderson, et al.	Seeks damages of 200.00	
Studabaker & Quinn	Attorney's for plaintiffs	

Box ~~128~~ - 102-⁽³³⁾

No. 254 (Civil)

ADAMS CIRCUIT COURT.

Thomas D. Andrews

vs.

VS.

Charles McLean

the

Complaint on
Note

Filed

March 12

1874,

A. Price

Clerk.

By

E. C. Luffman

Deputy.

Shitaka & D.

Attorneys.

\$100



No

March The 20th Geneva Ind 1873

Seven Months after date we promise to pay to
the order of C. H. Hill

One Hundred 100 Dollars,

Value Received, with ^{six}~~ten~~ per cent. Interest from Date until paid, without any
relief whatever from Valuation or Appraisement Laws. If this note is not paid at
maturity the undersigned agree to pay expenses of collection including Attorneys fees. The Drawers and En-
dorsers, severally, waive presentment for payment, protest and notice of protest, and non-payment of this note.

Due Oct 20



Charles McLean & Co.

2415

THE STATE OF INDIANA,

TO THE SHERIFF OF ADAMS COUNTY, GREETING:

We Command you to Summon

Charles M. Lean, George W. Shultz and
John H. Hinkley, Henry Cox

if they be found in your bailiwick, personally to appear before the Honorable
Judge of the Adams Circuit Court, on the second day of the next Term thereof, to
be holden at the Court House, in Decatur, on the Third Monday of
May, 1874, then and there to answer the complaint of
Thomas H. Anderson due for \$200⁰⁰00
Damages on note

and of this Writ make due service and return.

Witness, The Clerk of said Court, and the seal thereof hereto affixed,
at the Court House, in Decatur, this 13 day
of March, 1874.

A. J. Hill, Clerk.
E. M. Huffman

THE STATE OF INDIANA,

TO THE SHERIFF OF ^{Blackford} ~~ADAMS~~ COUNTY, GREETING:

We Command you to Summon

Hugh Cox

if *he* be found in your bailiwick, personally to appear before the Honorable Judge of the Adams Circuit Court, on the second day of the next Term thereof, to be holden at the Court House, in Decatur, on the *Third* Monday of *May*, 1874, then and there to answer the complaint of *Thomas S. Anderson et al* for \$200.00 Damages on note

and of this Writ make due service and return.

Witness, The Clerk of said Court, and the seal thereof hereto affixed,
at the Court House, in Decatur, this *13* day
of *March*, 1874.

Abigail, Clerk.
Ed Hoffman

State of Indiana In the Adams Circuit
Adams County } Court May Term 1874

Thomas H. Anderson

Silas M. Barnett

Eben Dole

vs

Charles M. Lean

Hugh Coe

George W. Shotts

John Hieberger

Complaint

Dam \$200⁰⁰

Thomas H. Anderson
Silas M. Barnett and Eben Dole the

plaintiffs in this action and partners
doing business under firm name
of T. H. Anderson Co. Complaint of Charles

M. Lean Hugh Coe and George W. Shotts
John Hieberger the defendants and says. That

heretofore to wit, on the day of March
in the year 1873 one O. H. Hill sold and

~~conveyed~~ to the said Charles M. Lean and
Hugh Coe who were then partners

doing business under firm name
of Charles M. Lean Co. the following

described real estate in the County
of Adams State of Indiana to wit,

The East-half of In Lot No. One hun-
dred and thirteen in the town of Buffalo

said County & State for the sum
of Six Hundred dollars. That

the said Charles M. Lean & Hugh Coe
paid the said Hill the purchase

money therefor & except the sum of
\$100⁰⁰ That for that sum and

as a part of the consideration for said purchase the said Charles M. Leman & Co. by name of Charles M. Leman & Co., executed to the said Obediah H. Hill their promissory note for the said sum of \$100⁰⁰ by which said note said Charles M. Leman & Co., promised to pay the said Hill seven months after date \$100⁰⁰ with 6% int. and if not paid at maturity they agreed to pay expenses of collecting said note including Attorney's fees. a copy of said note is herewith filed and made a part of this complaint.

That the said O. H. Hill afterwards by endorsement on the back of said note sold and assigned the same to the plaintiffs, That the reasonable Attorney's fees for collecting said note are fifty dollars. That said note & all its fees are now due and wholly unpaid to the plaintiffs damage Two Hundred dollars.

And the plaintiffs further show that At the time of the sale of said real estate by said Hill to said Charles M. Leman & Co. he the said Hill did not hold the fee-simple title to said lot but that the same was in one David Lindabaker but that

said real estate that the said note was given in part to secure the payment of the purchase money and that said note was still outstanding unpaid and unsatisfied.

That at the time the said Charles McLean sold his interest in said real estate to said Hugh Cox, as aforesaid it was expressly agreed and understood between the said Charles McLean, Hugh Cox and George W. Sholto that the said ~~note~~ Hugh Cox and George W. Sholto would pay off and discharge the said one hundred dollar note, Wherefore the plaintiffs ask and demand judgment against the said Charles McLean Hugh Cox and George W. Sholto in the sum of Two Hundred dollars and that the same be declared a lien upon said real estate and that said ~~real estate~~ lien be foreclosed and the premises ordered sold or so much thereof as may be necessary to pay plaintiffs debt. That said John Huebner be summoned to appear and answer this complaint, And

reference may be fresh
and proper.

Stutabaker & Quinn
Attys for P&B

Copy of Note,

\$100

March the 20th Geneva Ind. 1878
Seven months after date we promise to
pay to the order of G. H. Hill One
Hundred Dollars Value received with
six percent interest from date
until paid without any relief whatever
from valuation or appraisement laws.
If this note is not paid at maturity
the undersigned agree to pay expenses
of collection including Attorney's fees.
The drawers and endorsers severally waive
presentment for payment protest and
notice of protest and nonpayment of
this note

New Oct 23

Charles McLean & Co,