

Civil case of C. Aultman & Co. vs David & Abraham Meschberger

David Meschberger	Gave promissory note to S. S. Swick for 187.45	Aug. 1, 1871
Abraham Meschberger	Gave promissory note to S. S. Swick for 187.45	
S. S. Swick	Received promissory note from Meschbergers for 187.45	
David Meschberger	Summoned to answer to C. Aultman & Co for damages on note	Apr. 21, 1874
Abraham Meschberger	Summoned to answer to C. Aultman & Co for damages on note	
C. Aultman & Co.	Complaint on unpaid note	
A. J. Hill	Clerk	
E. A. Huffman	Deputy	
C. Aultman & Co.	Plaintiff; complaint on unpaid note; seeks damages	May Term 1874
David Meschberger	Defendant	
Abraham Meschberger	Defendant	
Bobo & Rinehart	Attorneys for plaintiff	
C. Aultman & Co.	Plaintiff	May 26, 1874
David Meschberger	Defendant; claim they paid 90.00 towards debt, which is not credited	
Abraham Meschberger	Defendant; claim they paid 90.00 towards debt, which is not credited	
C. M. France	Attesting	
A. J. Hill	Clerk	
E. A. Huffman	Deputy	
C. Aultman & Co.	Plaintiff	No date
David Meschberger	Defendant; asks court to set aside default	
Abraham Meschberger	Defendant	
France & Miller	Attorneys for defendants	

Box 129 - 102- ⁽⁴⁹⁾

No. 281 (Civ.)

ADAMS CIRCUIT COURT.

C. A. Huffman & Co

VS.

David Meschberger
Abraham Meschberger

Complaint
on note

Filed April 21 1874,

a Justice Clerk.

By C. A. Huffman Deputy.

Toos & Reinhardt
Attorneys.

\$187 $\frac{45}{100}$

Vera Cruz Ind. Augst 1871

one year after date We promise to pay
to the order of B. B. Smith

one hundred & eighty seven $\frac{45}{100}$ Dollars.

Payable at Exchange Bank at: Bluffton Ind

Value Received, without any relief from Valuation and Appraisement Laws, with interest annually at ¹⁰ per cent. until paid, and all costs and attorney's fees for collection, if said note is not paid at maturity.

2624
No 13635

Due

Aug 72
David Waplesboro
Alonso Waplesboro
David Waplesboro

THE STATE OF INDIANA,

TO THE SHERIFF OF ADAMS COUNTY, GREETING:

We Command you to Summon

*David Meschberger and
Abraham Meschberger*

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 *3rd* Monday of
May, 187*4*, then and there to answer the complaint of
C. Suttman & Co. for \$250
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 *21* day
of *April*, 187*4*.

A. Suttman, Clerk.
C. Suttman

C. Auttmann & Co
vs
David &
Abraham Messberger } No 281

Comes now the defendants in the above entitled cause and moves the court to set aside the default in the above entitled cause for the reason that they said defendants have a good defence to the said cause of action to the amount of \$90.00 & a part of the Atty fees as shown by affidavit filed.

Francis Miller
Atty for Defts

C. Sultman & Co. } In Adams Circuit Court
 as } May Term A.D. 1874,
 David Meschberger } Complain on note
 Abraham Meschberger } Demand \$250.00

The Plaintiff an organized Company under
 the Laws of the State of Ohio doing business
 under the Style & name of C. Sultman & Co.
 Complain of David Meschberger & Abraham
 Meschberger and says that the Defendants on the
 1st day of August 1871 by their promissory note (a
 copy of which is filed herewith and made a part of
 this Complaint) ^{S.S. Snick} promised to pay ^{who on the day of} Plaintiff the Sum of
 \$187.45. ^{1872 as per note to Rgt.} That said note is due and remains
 wholly unpaid with \$20.00 atty fees provided for in
 note & not paid for at maturity. & Plaintiffs
 damage Two Hundred fifty Dollars.
 Wherefore Plaintiff demands Judgment for Two
 Hundred fifty Dollars and other proper relief.
 Dated & Verdict for Plff.
 (Cm of note)

\$18745
 Vera Cruz Ind. Aug. 1st 1871
 One Year after date for promissory to the order of J. S.
 Snick One Hundred and Eighty Seven & ⁴⁵/₁₀₀ Dollars, pay able
 at Exchange Bank at Bluffton Ind. Value received without any relief from Voluntum
 and affirmation laws with interest annually at six per cent until paid and all
 Costs and attorney fees for collection if said note is not paid at maturity
 (Signed) David Meschberger
 (Signed) Abraham Meschberger
 Endorsed J. S. Snick

C. Aultman & Co
vs
David Mushbarger &
Abraham Mushbarger } No 281

David Mushbarger
& Abraham Mushbarger swear that
they have a valid defense against
the claim sued on in the above
entitled cause to the amount of
ninety dollars which has been paid
by them to said plaintiff & for which
they have never received any credit
and also as to a part of the attorney
fees provided in said claim for the
collection of the same that if said
judg default is set-aside they can
establish said payment of \$90.00
attest

C. M. Franes

Abraham ^{his} + Mushbarger
David ^{his} ~~Mushbarger~~
note

Subscribed and sworn to before me this 26th
day of May 1874.

Wm. Price Clerk
C. Aultman & Co