



W D Baker }
Thomas J Shields } No 260

Comes now the defendant in the above entitled cause and demurs to plaintiffs complaint for the following grounds of objection
That the plaintiffs complaint does not state facts sufficient to constitute a cause of action

Francis Miller
Atty for Deft

Baker

vs

Shields

Demurrer

comes now the
defendant and demurs to
plaintiff's complaint for reason
that it does not state facts
sufficient to constitute a
cause of action

France and Miller
Attys for Deft

In consideration of the sum
of ~~six~~^{eight} hundred Dollars in
hand paid by W. D. Baker
I have bargained and sold
and do hereby sell and convey to
the said W. D. Baker the goods
and chattels mentioned in the
schedule hereto annexed to wit
the undivided ~~one~~ third of the
Portable Saw Mill known as
the Argo & Baker mill with
all appurtenances thereto belong-
ing.

Provided always and these presents
are upon this condition that when
as the said Thomas J. Shields is
indebted to the said W. D. Baker
in the sum of six hundred ^{dollars}
in three promissory notes of two
hundred Dollars each with inter-
est from the 12th day of February
1872, given as a part of the purchase
money for the above described saw
mill. Now if the said Thomas
J. Shields shall punctually pay
said sum of money with the
interest when the same shall be-
come due then this conveyance
to be void otherwise to be in full

* Payable in one two and three years

force. The said Thomas J. Shields
is to retain possession of said prop-
erty until said debt becomes due
and upon default of payment
of said moneys, shall redeliver
the said property to the said
W. S. Baber In testimony where-
of I herunto set my hand and
seal this the 21st day of February
1872



Thomas J. Shields

State of Indiana
Allen county } 1st

Personally appeared before me
E. G. Coverdale a notary Public
in and for said county Thom-
J. Shields who acknowledged
the execution of the above mortg-
age for the uses and purposes
therein mentioned In witness where-
of I herunto set my hand and
notarial seal this the 21st day
of February 1872 E. G. Coverdale



That the said chancery mortgage as aforesaid in this complaint was duly recorded by the Recorder of Allen County on the 24th day of February 1872 and that the said William D. Baker is defendant in this action is executed in said mortgage by the name of W. D. Baker whose right name is Miller R. Baker

107 Oct 21 AM and

State of Indiana Adams Circuit
Adams County Court May Term
1874,

William D. Baker } Complainant
vs }
Thomas J Shields } Defendant

William D. Baker Plaintiff and
Complainant of Thomas J Shields
defendant and says that here to
fore on the 21st day of February
1872 said defendant executed
to said Plaintiff a certain Chattel
mortgage conveying to the said
Plaintiff the rights interest and
effects in a certain mill described
in the original mortgage which is
well known annexed and made
a part of this complaint as
Security for the payment of a
debt evidenced by Note which
will also be seen by copy filed herewith
and made a part of this complaint
amounting to Two Hundred dollars
with interest at the rate of ten
percent including attorneys fees
for collecting if not paid at maturity

That the same is now due and
remaining wholly unpaid.
wherefore he asks judgment in the
sum of 300 dollars and the fore-
closure of the mortgage and sale
of property or so much thereof
as may be necessary to pay
his debt and for other proper
relief - Copy of note -

100 ⁰⁰/₁₀₀ Monroeville Ind Feb 12 1872
I do hereby after date of making
to pay to the order of W. D. ^{Allen} Bolton
or bearer Two Hundred dollars
value Recd without receipt from
valuation and appointment I do with
interest annually at 10 percent
until paid and all costs and
attorney fees for collection
of said note is not paid at
maturity

Thomas J. Shields

J. D. Steele

att. for P. J. S.