

Plffs; And the plain'tiff says, that the
said Defendant did not pay the said
note when it became due upon presenta-
tion at the place where the same became
payable, ~~of which the defendant had~~
~~notice~~ The said note still remains whole-
ly unpaid and the plain'tiff demand
Judgment for \$ 311 -

Wm H. Ames,
Atty for Plffs.

The following is the copy of the note refer-
red to in the foregoing Complaint viz;

"\$ 80. 00. Root township Ind June 1st 1861
Six months after date, for value
received I promise to pay H. S. Suchheim
or order Eighty Dollars, without any relief
whatever from valuation or appraisement
Laws, payable at the Bank of the State
of Indiana Fort Wayne Ind
Philip Marty"

Indorsed

"H. S. Suchheim"

"Joseph Suchheim"

Deposition of Henry S. Louchheim
which produced and sworn before me a Justice
of the Peace in & for Meigs County & State of
Indiana, at my office in the Village of
Foster, in the County of Meigs and State
of Indiana, on the 21st day of April 1869,
pursuant to the enclosed notice.

This deposition taken on the part of the
plaintiff in a certain action now pending
in the Common Pleas Court, of Adams County
in the State of Indiana, wherein George J.
Beard and Eliza S. Beard are plaintiffs
and Philip Marty is defendant.

The said Henry S. Louchheim being duly
sworn to testify the truth, the whole truth
and nothing but the truth, relating to
the said cause deposes as follows.

Examined by Plaintiff

Question #1. State your name, age, occupation
& place of residence?

Answer - My name is Henry S. Louchheim, age
Twenty Eight years, occupation Clerk
in Clothing Store & residence Foster,
Meigs County Indiana

Question 2. State whether you know the parties

plaintiff was dependent?
Answer I do know one of the plaintiffs. I
don't remember his first name. I
have seen the respondent. I was his
acquaintance when the suit was first
I have not seen him since.

Question 3 State whether, or not, you had any
deal with respondent Philip Marty,
and if so, state all you know with
reference to it?

Answer. I had some deal with respondent Marty
about the first day of June 1801. I took
from him a note, on six months time
for the sum of Eight Dollars, said note
was made payable, at the time it was
at once, at the Bank of the State of Indiana
at Fort Wayne Indiana, or the Branch
of the Bank of the State of Indiana, at
Fort Wayne Indiana. I think it was
made payable at the Bank of the State
of Indiana, at Fort Wayne Indiana.
I am positive it was made payable
in Bank at Fort Wayne Indiana -
of this there is no positive doubt at all.
I read the note carefully and distinctly,
to Mr Marty, including that provision
of it making the same payable in

present at the time the trade was
made and the note executed, was
and still is, a resident of Ashken,
Ipswich County, Nova Scotia, but he left
Ashken some time in the month of
March 1852, and went into the State
of Pennsylvania on business and will
probably be absent for some time.

Ques^d L^e State whether, or not, you know any
other matter or thing material to either
party in this cause, if so state the
same fully and particularly?

Answer

I can only think of one further fact
which strengthens my recollection that
the said note was made payable in
Bank as I have already testified in
answer to a former question, and that
is this, that before I left Ashken for Adams
County, I consulted my attorneys with
reference to the difference of note
payable in Bank, and note not payable
in Bank, and they advised me as to
what the difference was and also advised
me by all means to take note payable
in Bank, and under this advice
I have taken all note payable in that
manner, the one included.

The following I believe to be a substantial
copy of the note executed to me by
Philip Martz -

\$50.00

June 1st 1861

Six months after date, for value re-
ceived, I promise to pay H. S. Louchheim
or order Eighty Dollars, without any relief
whatsoever from valuation or appraisement
laws, payable at the Bank of the State
of Indiana, Fort Wayne, Ind.

(Signed) Philip Martz

I do not recollect distinctly at what
^{place} ~~place~~ the note was given, or the exact
date of it, or in the particular phrasing,
as to its being payable at the Bank of
the State of Indiana, or at the Branch
of the Bank of the State of Indiana, at
Fort Wayne; but I am positive it was
made payable at the Branch of the
State Bank at Fort Wayne, but the
above is a true copy to the best of my
recollection and belief.

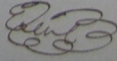
Henry S. Louchheim

State of Indiana
Montcalm County

J. E. Chambaain, a
Justice of the Peace, in and for said County

our hand with the Henry S. French here.
The above named deposition was by me
just sworn to tell the truth, the whole truth
and nothing but the truth, in the cause
now pending in the Common Pleas Court
in Adams County, in the State of Indiana,
wherein George A. Beard and Eliza J.
Beard are plaintiffs and Philip Martz
is defendant - that the foregoing deposition
was all written down by me, and that the
said deposition subscribed his deposition
after the same had been carefully read
over to him by me - that the adverse party
Philip Martz was not present either
in person or by attorney at the taking
of said deposition - that said deposition
was taken at the office of Elbridge S.
Chambulain, in the village of Gosport,
County of Elletts and State of Indiana
on the 30th day of April 1860, between the
hours of 8 o'clock A.M. and 6 o'clock
P.M. of said day, agreeably in all respects
to the annexed notice

An witness whereof I hereunto subscribe
my name and affix my seal this 30th
day of April A.D. Eighteen hundred
and sixty two

E. Chambulain 
Justice of the Peace

E. J. Chamberlain June 22

Cash -

Salaries & outlaying September 75

13 July Exch^o 1.30

Money Market 5

Postage

10

\$1.70