

Civil Case: Clapp, Kent, Beckly vs Friberger

Name in Record	Reason for Being in Record	Date of Record
S. Friberger	Gave promissory notes to Clapp, Kent, Beckly	Nov. 23, 1857
Stephen N. Bond	Notary Public of Allen County, Indiana	Jan. 25, 1858
Allen Hamilton & Co.	Holder of original note from S. Friberger; no funds for payment	
Simon Friberger	Summoned to answer Clapp, Kent, Beckly on complaint on notes	April 22, 1858
Wellington Clapp	Complaint on Simon Friberger for non-payment of notes	
William Kent	Complaint on Simon Friberger for non-payment of notes	
Samuel M. Beckley	Complaint on Simon Friberger for non-payment of notes	
Wellington Clapp	Plaintiff -complaint on non-payment of notes	May Term 1858
William Kent	Plaintiff -complaint on non-payment of notes	
Samuel M. Beckley	Plaintiff -complaint on non-payment of notes	
Simon Friberger	Defendant	
Withens & Morris	Attorney for Plaintiffs	

Roll No 32 ⑤
Wellington Clapp
William Kent
Samuel M Buckley
vs compt
Simon Friberger
1858

P2413.

The State of Indiana, to the Sheriff of Adams County.
You are hereby commanded to summon *Amelia Finkler*

to appear in the Court of Common Pleas on the 20th day of the Next Term thereof to be held at the Court House in Decatur on the 15th Monday in May next, To wit: there to answer *William C. Clegg* & *William C. Clegg* & *Samuel M. Clegg* on Complaint on notes, and of this summons to be due return.

WITNESSE The Clerk and S's of the Court this 22nd day of April 1858.
James B. Simons CLERK, C.O.

1857 14th day after date of January 23 1857
Miss Clegg sent *William C. Clegg* to order *One Hundred & thirty seven* 10/100 notes for value received of *Allen Hamilton* for *Samuel M. Clegg* & *William C. Clegg* to be paid at *Fort Wayne* Ind. on demand subject for satisfaction on application to *Wm. C. Clegg*

BE IT KNOWN, that on the 25th day of January in the year of our Lord One Thousand Eight Hundred and fifty two, STEPHEN B. BOND, a Notary Public, in and for the County of Allen, by authority of Law, duly appointed and qualified at the request of *Allen Hamilton & Co.* Holders of the original Note, a copy of which is now written at the close of each Book here, did exhibit the same at the said *Allen Hamilton & Co.* (where it is made payable) for payment, and demanded payment thereof of the said *Allen Hamilton & Co.* of said *Allen Hamilton & Co.* and received for answer: "That there were no funds there provided for the payment of the same; and that it would not be paid." Wherefore I then protested the said Note for non-payment, and notified the endorser *Clegg* *Wm. C. Clegg* & *Samuel M. Clegg*

by addressing to them a (written and printed) Notice advising them that the said Note had been on that day presented, by me, at said *Banking House* and payment thereof duly demanded, which was refused; and the said Note was therefore by me PROTESTED for non-payment, and that the holder looked to them for the payment thereof. Which notice I addressed to them as follows, and deposited them in the Post Office at Fort Wayne on the same day:

Notice for *Clegg* *Wm. C. Clegg* & *Samuel M. Clegg* to be paid at *Fort Wayne* Ind.

Wherefore I, the said Notary Public, at the request and by the authority aforesaid, have protested and do hereby solemnly protest, as well against the drawer of said Note, as against all other persons whom it doth or may concern for exchange and re-exchange, and all costs, charges, damages and interest, suffered or to be suffered, for the want of payment thereof.

This same was protested at *Fort Wayne* the day and year above written. In Testimony Whereof, I have hereunto set my hand and Seal Notarial.

25
25
3 1858
Stephen B. Bond Notary Public

State of Louisiana, } Adams Common Pleas.
Adams County, ss: May Term A.D. 1858,
Wellington Clapp
William Kent &
Samuel M. Beckley } Complaint on Notes
against
Simon Fribarger }

Wellington Clapp,
William Kent and Samuel M. Beckley,
plaintiffs in the above entitled cause,
complain of Simon Fribarger defend-
ant in the above entitled cause, and
say, that on the Twenty-third day of
November A.D. 1857, by his note, a copy of
which is filed herewith, the said defend-
ant, by the name and signature of S.
Fribarger, promised to pay to the order
of the said plaintiffs by the name and
style of Clapp, Kent & Beckley, sixty days
after the date thereof, without any relief
whatsoever from valuation ^{or} ~~and~~ appraisement
laid, the sum of One Hundred
fifty-seven and $\frac{14}{100}$ Dollars - yet the
said defendant did not pay said note
when it became due or any part thereof,
and the same, together with the interest
thereon, remains wholly due and unpaid.

And the said Wellington
Clapp, William Kent and Samuel
M. Beckley further complain of the
said Simon Frieburger, and say, that
on the said twenty-third day of November
A.D. 1857, by his athen mate, a copy of which
is filed herewith, the said defendant,
by the name and signature of S. Frieburger
promised to pay to the order of the said plain-
tiffs by the name and style of Clapp, Kent &
Beckley, ninety days after the date thereof,
and without any relief from valuation
or appraisement laws, the further sum of
One Hundred fifty-eight $\frac{4}{100}$ Dollars - yet
the said defendant did not pay said last
mentioned note when it became due or
any part thereof, and the said last men-
tioned note, together with the interest
thereon, remains wholly due and un-
paid - Wherefore the said plaintiffs
demand judgment for Four Hun-
dred Dollars.

Witness My hand
Depps, Atty. S.

Copy of Notes.

1157. 4. Fort Wayne November 25, 1857.
Sixty days after date I promise
to pay Mess. Clapp, Kent & Beckley, or
order One Hundred & fifty-seven $\frac{4}{100}$
Dollars, ^{for value received,} at Allen & Hamilton Hoas. Banking
house Fort Wayne, Ind. without
relief from valuation or appraisement
laws.

S. Frieburger

1158 E. Fort Wayne, November 25, 1857.
Ninety days after date I promise
to pay Mess. Clapp, Kent & Beckley or order
One Hundred & fifty-eight $\frac{4}{100}$ Dollars
for value received, at Allen & Hamilton
Hos. Banking house, Fort Wayne, Ind.
without relief from valuation or ap-
praisement laws.

S. Frieburger

