

D. B. Mills

When I conveyed to Coffey & Coffey I told them of this matter

Lefts Evidence

D. B. Mills - I got \$500 of Peff & \$75 - was put in the note as interest for one year - I paid \$20 to \$30 at one time \$50 at another time \$60 at another time \$2 to \$3 at another times - These payments were made for interest -

I think the \$60 was pd in 1842 -

I paid these sums for extra interest & do not want to take it from Peff -

Exp The note was given in Ohio - & some of the payments were made in Ohio I want no credits on amount of these payments - They were made for interest in excess of the rate secured by the note in consideration of delay in the collection of the note -

Isaac Dullemin

Samuel H. Mills

et al

The defend-
ants come & for defense
every each & every allegation
in Complaint -

2nd Asked for further & 2nd answer
to ~~750~~ & the interest thereon
part of said cause of
action sued on said defend-
ant Samuel H. Mills says that
the sole consideration for which
said Note was given was
the loan by the plaintiff
to the defendant then there
of 500⁰⁰ for one year from
the date of said Note & 75⁰⁰
usurious interest then
& there agreed to be paid by
this Dept to the pl^tff for
said loan of said 500⁰⁰ for
one year as ofres said
that said Note was so given
to secure said money so
loaned & such usurious
interest so agreed to be paid

for the use thereof as of re-
spond which he is ready
to verify wherefore &c

3 And for 3rd answer the de-
fendants say the said
cause of action was duly
& wholly paid before the
commencement of this
suit which they are ready
to verify wherefore &c.

And for further fourth
answer as to the sum of
^{Ninety five}
~~one hundred~~ & ~~thirty~~
~~seven~~ & ~~two~~
dollars part of said
claim sued for the sum
defendant Samuel B. Miles
says that before the said
suit was commenced
this defendant paid
the plaintiff said sum
of one hundred & ^{twenty} & ^{two}
dollars upon said claim
sued on as of inter-
est on said claim at
five percent over & above
~~six~~ ^{ten} percent the said
note by law allowed

been which this dependant
is ready to verify wherefore
he asks for an amount of
to wit ~~Twenty five Dollars~~
assessors interest, so you
to be recouped from the
just amount due on
said note & for other relief

By Daniel
& Maria

for says

Isaac Dukeminer
vs
Daniel B. Mills

Reply.

Comes now the Plaintiff
and for reply, first denies all the allegations
in the defendants answer,

And for a second paragraph
of the Plaintiffs reply, the Plaintiff says that
said note sued upon and the said money
loaned as stated in the second paragraph of
defendants answer, was loaned in the
State of Ohio, and said note was executed
in the State of Ohio, where the Plaintiff
then resided, and the Plaintiff further says
that the said money paid and interest
received stated in the fourth paragraph
of the defendants answer was paid to the
Plaintiff in the State of Ohio where said
contract was made and the facts herein
stated are filed in reply to the second
and fourth paragraphs of the defendants
answer.

Sturtevant & Quinn
Attys for Pl.

Isaac Dukemmeer

vs

Drum,

Daniel B. Mills

Comes now the

plaintiff Isaac Dukemmeer and
demurs to the each paragraph
of the Defendants answer and
for cause of demurrer says
that neither of said paragraphs
will state facts sufficient to
constitute a defense,

Stedataker & Quinn

attys for Def