

Civil Case: Samuel Hannah vs James Wilson, Z. Smith & W. Lewis

Name in Record	Reason for Being in Record	Date of Record
O. W. Jefferds	Notary Public; protested the note for non-payment	Nov. 29, 1842
James M. Wilson	Gave promissory note to Ezekiel Hooper due Aug 9, 1842	
Ezekiel Hooper	Holds promissory note due him from James M. Wilson	
Samuel L. Rugg	Clerk; notice to sheriff to arrest	Jan. 30, 1843
James M. Wilson	Arrested to answer to Samuel Hannah for assumpsit damages	
Ezekiel Hooper	Arrested to answer to Samuel Hannah for assumpsit damages	
Samuel Hannah	Charge Wilson & Hooper for non-payment	
Linasy & Johnson	Attorneys for Defendant:	No date
James M. Wilson	Denies Samuel Hannah's complaints	
Ezekiel Hooper	Denies Samuel Hannah's complaints	
James M. Wilson	Arrested to answer to Samuel Hannah for assumpsit damages	Jan. 31, 1843
Zachariah Smith	Arrested to answer to Samuel Hannah for assumpsit damages	
William Lewis	Arrested to answer to Samuel Hannah for assumpsit damages	
Samuel L. Rugg	Clerk	
Linasy & Johnson	Attorneys for Defendant:	No date
James M. Wilson	Denies Samuel Hannah's complaints	
Zachariah Smith	Denies Samuel Hannah's complaints	
William Lewis	Denies Samuel Hannah's complaints	
A. Fleming	Sheriff: Arrested James Wilson & Ezekiel Hooper	Feb. 9, 1843
Cooms & Brackenridge	Att. For Plaintiff - Complaint to the court	March Term 1843
Cooms & Brackenridge	Oath: James Wilson promise to pay Ezekiel Hooper	
Cooms & Brackenridge	Oath: James Wilson promise to leave money at Fort Wayne bank	
Cooms & Brackenridge	Oath: Ezekiel Hooper endorsed said note to Samuel Hannah	
Cooms & Brackenridge	Neither Wilson nor Hooper have paid Hannah	
Cooms & Brackenridge	Attorneys for Plaintiff:	March Term 1843
Cooms & Brackenridge	Complains of Z. Smith, J. Wilson & W. Lewis - break of promise	
Cooms & Brackenridge	Oath: James Wilson gave promissory note to Zachariah Smith	
Cooms & Brackenridge	Oath: Note is payable to Fort Wayne Bank	
Cooms & Brackenridge	Oath: Z. Smith endorsed said note to William Lewis	
Cooms & Brackenridge	Oath: William Lewis endorsed note to Samuel Hannah	
Cooms & Brackenridge	Oath: Therefore James Wilson owes Samuel Hannah	
Cooms & Brackenridge	Oath: None of the defendants has submitted payment for the note	

Saml H Wilson
& Ezekiel Weaver
at

Samuel Weaver

Assumpsit.

And the said defendants come
and defend the wrong & injury when &c and say they
did not promise and undertake in manner
shown as the said plaintiff hath complained
against them and of this they put themselves
upon the country &c

And as the plaintiff
avels the like &c

Linsey Johnson
Atty for ~~plff~~ agts



184

FORT WAYNE,

Aug 6 **184** *3*

NINETY DAYS after date, for value received

promise to pay to the order of

Ezra Rice Hooper One Hundred twenty two
dollars

100dths, negotiable and payable at the Branch at Fort Wayne of the State Bank of Indiana

P THE PROCEEDS TO DRAWER

Ezra Rice Hooper James H Wilson

James M. Wilson
Zachariah Smith
William Lewis
etc

Assessment

Samuel Hanna

And the said defendants
came and defended the wrong and injury
whereof - and say they do not promise
and undertake in manner of form as
the said plaintiff hath complained
against them and of this they put
themselves upon the country &c

And the plaintiff
doth the like &c

James M. Wilson
Attorney at Law

State of Indiana } Adams Circuit Court March Term 1828
Adams County }

Samuel Hanna for the use of the Branch at
Fort Wayne of the State Bank of Indiana Complain of
James McWilliam and Ezekiel Hooper defendants in Custer
of a sum of tenpence on the case on promises - For that whereas
the said defendant James McWilliam herebefore took on the
ninth day of August in the year of our Lord eighteen hundred
and one forty two at Fort Wayne took at the County of
Adams aforesaid made his certain promissory note in writing
bearing date to certain day and year therein written to wit
the day and year of our said and thereby then and then
promised to pay ninety days after the date thereof, for value
received, to the order of the said Ezekiel Hooper the
sum of One hundred and twenty two dollars, negotiable
and payable at the Branch at Fort Wayne of the State
Bank of Indiana and then and then delivered the
said note to the said Ezekiel Hooper - And the said
Ezekiel Hooper to whom or to whose order the payment
of the said sum of money in the said note specified
was to be made, after the making of the said note
and before the payment of the said sum of money
therein specified took on the day and year aforesaid
at the County aforesaid endorsed the said note to the
said Samuel Hanna, by which said endorsement he
the said Saml Ezekiel Hooper then and then ordered
and appointed the said sum of money in the said

note specified to be paid to the said plaintiff and
there and then delivered the said note so endorsed
as aforesaid to the said plaintiff - By means whereof
and by force of the Statute in such case made &
provided he the said James M Wilson there and
then became liable to pay to the said Samuel
Kearns the said sum of money in the said note
specified according to the tenor and effect thereof
And being so liable he the said defendant Wilson
in consideration thereof afterwards took on the day
and date aforesaid at the County aforesaid under
oath and then and there faithfully promised
the said plaintiff to pay him the said sum of
money in the said note specified according to the
tenor and effect of said note - And the said plaintiff
avows that afterwards, ~~to wit~~, when the said note became
due and payable according to the tenor and effect
thereof, ~~to wit~~, on the tenth day of November in the year 1822
aforesaid at the said Branch at Fort Wayne of the
State Bank of Indiana, ~~to wit~~, at the County aforesaid
the said promissory note was duly presented and
shown for payment thereof, and payment of the said
sum of money therein specified, was then and there
duly required, according to the tenor and effect of
the said note, but that neither the said Bank nor any
officer of the said Bank nor the said James M
Wilson nor any person or persons on behalf of the said
Wilson did or would at the said time when the said