promissory note was presented and shown for payment
thereof as aforesaid or at any time before or afterwards
pay the said sum of money therein specified, or any part
thereof but wholly neglected and refused so to do of all
which ~~the~~ said several premises the said Ezekiel Hooper ~~defendants~~
afterwards to wit on the day and year last aforesaid
at the County aforesaid had notice — By means whereof
& by force of the statute in such case made & provided
the said Ezekiel Hooper then and there became liable
to pay to the said plaintiff the said sum of money
in the said note specified when he the said Hooper
should be be thereto afterwards requested — and being
so liable he the said Ezekiel Hooper ~~defendant~~ in consideration
thereof afterwards to wit on the day and year last aforesaid at
the County aforesaid undertook and then and there faithfully
promised the said plaintiff to pay him the said sum
of money in the said promissory note specified when he the
said Ezekiel Hooper ~~defendant~~ should be thereto afterwards requested
Yet the said defendants although often requested so to
do have not nor hath either of them paid the said sum
of money in said note specified or any part thereof to
to the said plaintiff but to pay the same have
hitherto wholly refused & still do refuse to the
damage of said plaintiffs of one hundred and
fifty dollars — hence he sues &c Coombs & Breckinridge
attys for pltff

Samuel Hanna
vs
James McWilson } assumpsit
Ezekiel Hooper } damages $150
Issue writ according to law C. & B.

State of Indiana } Adams Circuit Court. March Term 1843.
Adams County.

Samuel Hanna for the use of the Branch at Fort Wayne of the State Bank of Indiana plaintiff in this action by Coombs & Brackenridge his attorneys complains of James M Wilson, Zachariah Smith & William Lewis defendants Plea of a plea of trespass on the Case upon promises—

For that whereas the said James M Wilson heretofore to wit on the tenth day of August Eighteen hundred & forty two, at Fort Wayne to wit in the County aforesaid made his certain promissory note in writing bearing date the day & year aforesaid & which note he the said Wilson then & there promised to pay to the order of Zachariah Smith ninety days after the date thereof for value received the sum of Seventy nine dollars & twenty five cents (written in said note "25. 100dths") Negotiable and payable at the Branch at Fort Wayne of the State Bank of Indiana and then & there delivered the said note to the said Zachariah Smith — and the said Zachariah Smith to whom or to whose order the payment of the said sum of money in the said note specified was to be made according to the tenor and effect of said note after the making of the said note and before the payment of the said sum of money therein specified to wit on the day & year aforesaid at the County aforesaid Endorsed the said note to the said William Lewis ~~and the said William Lewis~~ By which endorsement he the said Zachariah Smith then & there ordered and appointed the said sum of money therein specified to be paid to the order of the said ~~plaintiff~~ William Lewis and then & there delivered the said note so endorsed as aforesaid to the said William Lewis — And the said William Lewis to whom or to whose order the said sum of money in the said promissory note specified was to be made

according to the tenor and effect of the said note and of the said endorsement afterwards to wit the making of the said note and before the payment of the said sum of money therein specified to wit on the day & year aforesaid at the County aforesaid endorsed the said note to the said plaintiff. By which said endorsement he the said William Lewis then & there ordered and appointed the said sum of money in the said note specified to be paid to the said plaintiff and then & there delivered the said note so endorsed as aforesaid to the said plaintiff, By means whereof the said James M Wilson then & there became liable to pay to the said plaintiff the said sum of money in the said promissory note specified according to the tenor and effect of the said note, and being so liable he the said James M Wilson in consideration thereof afterwards to wit on the day & year aforesaid at the County aforesaid undertook and then & there faithfully promised to pay to the said plaintiff the said sum of money in the said promissory note specified according to the tenor and effect of the said note — And the said plaintiff avers that afterwards when the said note became due and payable according to the tenor and effect of the said note to wit on the tenth day of November 1842 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 & shown for payment thereof, and payment of the said sum of money therein specified was then & 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 promissory

note was presented and shewn for payment thereof as aforesaid
or at any other time before or afterwards pay the said sum of money
therein specified or any part thereof but wholly neglected & refused so to
do of all of which said several premises the said ~~defendant after~~
Zachariah Smith & William Sewis then & there had notice—

By means whereof the said Zachariah Smith & William
Sewis then & there became liable to pay to the said plaintiff
the said sum of money in the said promissory note specified
whenever they should be thereunto afterwards requested
And being so liable they the said Zachariah Smith & William
Sewis in Consideration thereof, afterwards to wit on the day
& year aforesaid at the County aforesaid undertook &
then & there faithfully promised the said plaintiff to pay
him the said sum of money in the said note specified
whenever they should be thereunto afterwards requested

Yet the said defendants although often
requested so to do have not, nor have either of them as yet paid the said sum of money
above in said Count mentioned or any part thereof but so to do have
hitherto wholly neglected & refused & still do refuse to the Dam
age of the said plaintiff of One hundred Dollars & hence
he sues &c—

Coombs & Brackenridge. attys for plff

The Clerk will issue a writ in this ~~action~~ action
returnable according to law.

Samuel Hanna for the use of the Bank at Fort Wayne of the State Bank of Indiana —vs— James M Wilson, Zachariah Smith & William Sewis

Coombs & Brackenridge
attys for plff.

Assumpsit
Damages $100