

Box ~~127~~ - 102 - (40)

No 264 (Civil)

ADAMS CIRCUIT COURT.

Robert B. Allison

Jesse M. Mink

David Stuebaker & al

V.S.

Isaac P. Watts

Shackley Wheel Co.

Filed April 4 1874,

C. M. Hill Clerk.

By C. M. Saffman Deputy.

Stuebaker & Son
Attorneys.

Civil case of Jesse Niblick, et al vs Isaac Watts

I. P. Watts	Gave promissory note to Shackley Wheel Co. for 89.50	Dec. 21, 1873
Shackley Wheel Co.	Received promissory note from I. P. Watts for 89.50	
Wm. A. Thompson	Notary Public of Randolph County, tried to collect on note at bank	Feb. 21, 1874
First National Bank of Winchester	Stated: no funds with which to pay on note	
Isaac P. Watts	Summoned to answer to Jesse Niblick, et al - complaint on note	April 4, 1874
Jesse Niblick, et al.	Complaint for non-payment on note	
A. J. Hill	Clerk	
E. A. Huffman	Deputy	
Shackley Wheel Complany	Summoned to answer to Jesse Niblick, et al - complaint on note	April 4, 1874
A. J. Hill	Clerk	
E. A. Huffman	Deputy	
Jesse Niblick	Plaintiff; complaint for non-payment of note	May Term 1874
David Studabaker	Plaintiff	
Robert B. Allison	Plaintiff	
Isaac P. Watts	Defendant	
Shackley Wheel Complany	Defendant	
Jesse Niblick	Oath: Watts gave Shackley Wheel Co. promissory note Dec. 1873	
Jesse Niblick	Oath: Note was payable at FNB of Winchester, Randolph County	
Jesse Niblick	Demands judgment of 125.00	
Studabaker & Quinn	Attorneys for plaintiffs	

\$ 89 ⁵⁰/₁₀₀

DECATUR, IND., Dec 21st 1873

Sixty days after date I promise to pay to
the order of **The Shackley Wheel Company,**

Eighty nine 50 **Dollars,**

Payable at *F. N. B. at Manchester Ind.* 100

Value received. With exchange on New York. Without any relief whatever
from valuation or appraisement laws. With interest annually at _____ per
cent. until due, and ten per cent. after due, and all costs and attorneys' fees, if
said note is not paid at maturity.

No. 3835 Due Feby 22/74

L. P. Watts

Post-Gen

State of

County of

Township

THE STATE OF INDIANA,

TO THE SHERIFF OF ~~ADAMS~~ ^{Hamilton} COUNTY, GREETING:

We Command you to Summon

Isaac P. Watts, who is impleaded
with The Shackley Wheel Company

if ~~he~~ be found in your bailiwick, personally to appear before the Honorable
Judge of the Adams Circuit Court, on the second day of the next Term thereof, to
be holden at the Court House, in Decatur, on the 3rd Monday of
May, 1874, then and there to answer the complaint of
Jesse Killick & Co for \$1250.00
damages on note

and of this Writ make due service and return.

Witness, The Clerk of said Court, and the seal thereof hereto affixed,
at the Court House, in Decatur, this 4 day
of April, 1874.

A. J. Killick, Clerk.
C. A. Saffman

UNITED STATES OF AMERICA.

STATE OF INDIANA, TO-WIT:

BE IT KNOWN, that on Saturday the 21st dayof February in the year of our Lord one thousand eight hundred andseventy four I, Wm A Thompson, Notary Public,by lawful authority duly commissioned and sworn, living in Winchesterin the County of Randolph, and State aforesaid, at the request ofThe First Nat Bank of Winchesterholders of the original note, a copy of which is on

the reverse hereof written, after the close of Bank hours, presented the same to

The Cash of the First Nat Bank ofWinchester and demanded payment thereof,(the time limited for payment having expired,) whereunto I was answered: Nofunds in our hands with which topay said note

WHEREFORE, I, the said Notary, at the request aforesaid have Protested,

and by these presents do solemnly Protest, as well against the Drawers and

Indorsers of said note as all others whom it may

concern, for exchange, re-exchange, and all costs, charges, damages and interest

suffered, or to be suffered, for the want of payment of said note.and addressed written notice thereof to the several Indorsers ofthe same, and informing them that they held liable for thepayment of said note and on the same day in the evening.deposited said notices properly enveloped, stamped& directed in the Post office at Winchester, IndThis done and Protested at Winchester, the day and year above written.

In Testimony Whereof, I grant these presents, under my signature

and impress of my Notarial Seal.

Wm A Thompson, Notary Public.Notary Public R.C.

THE STATE OF INDIANA,

TO THE SHERIFF OF ADAMS COUNTY, GREETING:

We Command you to Summon

The Shackley Wheel Company

if she be found in your bailiwick. personally to appear before the Honorable
Judge of the Adams Circuit Court, on the second day of the next Term thereof, to
be holden at the Court House, in Decatur, on the *3rd*, Monday of
May, 1874, then and there to answer the complaint of
Jesse Viberick et al for *\$125.00*
damages on note.

and of this Writ make due service and return.

Witness, The Clerk of said Court, and the seal thereof hereto affixed,
at the Court House, in Decatur, this *4* day
of *April*, 1874.

A. J. J. J., Clerk.
E. A. Saffman

State of Indiana } In the Adams Circuit
Adams County } Court May Term, 1854
Jesse Kiblick
David Studbaker
Robert B. Allison
as
Isaac P. Watts
The Shackley Wheel Company
Complainant in note
vs
Damages \$12500

comes now the Plaintiffs
Jesse Kiblick David Studbaker & Robert
B. Allison and complains of Isaac P. Watts
and The Shackley Wheel Company defendants
and says that heretofore to-wit: on the
21st day of December in the year 1853
the defendant Executed and delivered
to the said Shackley Wheel Company
his promissory note payable in the First
National Bank at Winchester in the State
of Indiana, By which the said Watts
promised to pay the said Shackley
Wheel Company a corporation organ-
ized under the laws of the State of
Indiana Eighty nine dollars and fifty
cents Sixty days after date together
with exchange on New York and ten
percent interest from date until
paid and all costs and Attorneys
fees for collecting said note &
the same should not be paid at
maturity. That exchange on New York
at the time of the maturity of said
note was worth one fourth of one per cent

Which is no the plaintiffs damage in the sum
of One Hundred and Twenty five dollars

Wherefore the plaintiffs costs
and demands judgment ^{from said defendants} in the sum of
One Hundred and Twenty five dollars
and for other proper relief.

Attadaker & Quinn
Attys for Pls.

Copy of Note

\$89.50

Decatur Ind. Dec. 21th, 83
Sixty days after date I promise to pay
to the order of The Shackley Whed Company
Eighty Nine and 5/100 dollars payable
at H. M. B. at Winchester Ind. Value
received With Exchange on New York
Without any relief whatever from valuation
or appraisement Laws With interest annu-
ally at per cent until due and
Ten per cent after due and all costs
and Attorneys fees if said note
is not paid at maturity.

S. P. Watts

No 3835; Due Feby 22/74