

Civil Case: Joseph Nuttman vs Frederick Fallsing - assumpsit

| Name in Record | Reason for Being in Record | Date of Record |
|--------------------|---|-----------------|
| Frederick Fallsing | Summoned to answer to Joseph Nuttman on assumpsit damages | March 29, 1853 |
| Samuel L. Rugg | Clerk | |
| Joseph D. Nuttman | Plaintiff; file case of assumpsit damages of 150.00 | April Term 1853 |
| Frederick Fallsing | Defendat | |
| Joseph D. Nuttman | Complaint: Frederick Fallsing owes him on 3 promissory notes | |
| Joseph D. Nuttman | Oath: Jan. 1, 1853 Fallsing gave promissory note to Moses Chapman | |
| Moses Chapman | Was to receive payment from Frederick Fallsing on prom. Note | |
| Moses Chapman | Endorsed said promissory note to Joseph Nuttman | |
| Frederick Fallsing | Gave 2 other promissory notes to Moses Chapman | |
| Moses Chapman | Endorsed these promissory notes also to Joseph Nuttman | |
| D. Studabaker | Attorney for plaintiff | |

State of Indiana } In the Court of Common
Adams County } Pleas of Adams County
April Term A.D. 1858.

Joseph D. Nutman

v.s

Frederick Halling } Assumpsit Damages \$150.

Joseph D. Nutman plaintiff

Complains of Frederick Halling ^{defendant} in a
plea of Assumpsit. For that whereas the
defendant heretofore to wit on the first day
January in the year A.D. Eighteen hundred
and fifty three at the said County of
Adams made his promissory note in writing
^{the date whereof is hereby and year approved}
and thereby promised to pay to one Moses
R. Chapman or order the sum of twenty
five dollars one day after the date thereof
without any relief from the valuation or
appraisment laws which period hath
now elapsed and the said Moses
R. Chapman then and there in and
the said note to Joseph D. Nutman
plaintiff in this suit whereof the defendant
then and there had notice and then and there
in consideration of the premises promised
to pay the amount of ^{the} said note to
the plaintiff according to the tenor and
effect thereof

And for that whereas
afterwards to wit on the day and
year aforesaid at the County
aforesaid the said defendant
made his certain other promissory
^{the date whereof is hereby and year approved}
note in writing and there by
promised to pay to one Moses
R. Chapman or order the sum

of thirty five dollars one day after date thereof without any relief from the valuation or appraisment laws which period hath now elapsed and the said Moses R. Chapman then and there indorsed the said note to Joseph D. Nutman plaintiff in this suit whereof the defendant ^{that} had notice and then and there in consideration of the premises, promised to pay the amount of said note to the plaintiff according to the tenor and effect thereof.

And ~~it is that~~ whereas afterwaras to wit on the day and year aforesaid at the County aforesaid the said defendant made his certain other promisory ^{note} in writing bearing date the day and year aforesaid and thereby promised to pay the one Moses R. Chapman the sum of twenty five dollars one day after date thereof without any relief from the valuation or appraisment laws which period hath now elapsed and the said Moses R. Chapman then and there indorsed the said note to Joseph D. Nutman plaintiff in this suit whereof the defendant ^{then} had notice and then and there, in consideration of the premises, promised to pay the amount of said note to the plaintiff according to the tenor and effect thereof. Yet the said defendant has disregarded his said several promises above

mentioned and hath not paid
any of said moneys or any part
thereof either to the said plaintiff
or any other person to the damage
of the plaintiff in the sum of one hundred
and fifty dollars hence he sues
David Straabaker Atty
for Plaintiff