

Civil Case: Joseph D. Nuttman vs August Treager

Name in Record	Reason for Being in Record	Date of Record
August Trager	Gave promissory note to Andrew Trager for 115.00 due Dec. 1861	March 23, 1861
Andrew Trager	Assigned said note to Joseph D. Nuttman	
August & Andrew Trager	Gave promissory note to Dyson Aspinall for 100.00 due	March 30, 1861
Dyson Aspinall	Assigned said note to Joseph D. Nuttman	April 22, 1861
Joseph D. Nuttman	Plaintiff; seeks damages for 250.00 on unpaid notes	Jan. Term 1862
August Trager	Defendant	
David Studabaker	Attorney for plaintiff	
August Treager	Summoned to answer Joseph Nuttman complaint on note	Jan. 2, 1862
James B. Simcoke	Clerk	

Roll No 7 (32)

Joseph D Nuttman

vs

August 1862

By 13.

State of Indiana, The Court of Common Pleas of Adams
County, County Attorney Term A & B 1862
Joseph D. Nathan

vs
August Trager } Complaint on notes,
Damages \$250.

Paragraph 1st

Joseph D. Nathan Plaintiff in
this action complains of August Trager
defendant in this action and says that the
said defendant by his promissory note as
follows to wit: "I do hereby certify that on the 23rd March 1861
nine months after date I promise to pay to
the order of Andrew Trager one hundred
fifteen Dollars value received without any
deduction whatever from valuation or appraisal
laws payable at due due 23rd August Trager
promise to pay Andrew Trager one hundred
and fifteen Dollars that the said Andrew
Trager by endorsement on the back
of said note as follows to wit: I assign
this note to J. D. Nathan and guarantee the
payment when due Mch²³ 1861 I Andrew Trager
assigned the same to the plaintiff and that
the said note is now due and remains
wholly unpaid to the plaintiff Damages in
the sum of one hundred and twenty five
Dollars.

Paragraph 2 And for a second and further
paragraph of the plaintiffs complaint the
plaintiff complains of the defendant and
says that the defendant by his promissory
note as follows: "I do hereby certify that on the 23rd March 1861
nine months after date I promise to pay to the order of Andrew Trager one hundred
and fifteen Dollars value received without any deduction whatever from valuation or appraisal
laws payable at due due 23rd August Trager promise to pay Andrew Trager one hundred
and fifteen Dollars that the said Andrew Trager by endorsement on the back of said note as follows to wit: I assign this note to J. D. Nathan and guarantee the payment when due Mch²³ 1861 I Andrew Trager assigned the same to the plaintiff and that the said note is now due and remains wholly unpaid to the plaintiff Damages in the sum of one hundred and twenty five Dollars.

after date for value received me
or either of us promise to pay to the
order of Dyson Aspinall one hundred
dollars without any relief whatever
from valuation or appraisment laws
March 30 1861 J. Andrew Trager

August Trager
promised to pay on Dyson Aspinall
the sum of one hundred dollars with
any relief whatever from valuation or
appraisment laws that the said Dyson
Aspinall for value received assigned
said note to the plaintiff by endorse-
ment on the back thereof as follows
"Fort Wayne April 22 1861 pay the within
note to J. D. Methuan Dyson Aspinall
that the said note is now due and
remains wholly unpaid to the plaintiffs
damages in the sum of two hundred
~~dollars and~~ and fifty dollars and
the plaintiff demand judgment of
and from the defendant for the sum
of two hundred and fifty dollars
and for other proper relief

David Shadabaker
Atty Plaintiff

Exhibit # 215.63

SUMMONS.

Simcoke, Printer, Decatur Ind.

THE STATE OF INDIANA, }
Adams County. } SS.

To the Sheriff of Adams County, Greeting:

You are hereby Commanded to Summon
August Veager.

To appear in the Court of Common Pleas of Adams County, on the *2nd* Monday in
January 1862 then there to answer *Joseph D. Wittman*
in a complaint on note.

— and of this summons make due return

Witness, the Clerk and seal of said Court, this *2nd* day of

January 1862.

James B. Simcoke Clerk, C. C. P.

