

## Civil case of First National Bank of Peru, Ind. vs George Wilson

George Willson	Signed promissory note to Howe Machine Co. for 65.00	Nov. 16, 1873
Howe Machine Co.	Received promissory note from George Willson for 65.00	
George Wilson	Summoned to answer First Nat. Bank of Peru, Ind. complaint on note	April 28, 1874
A. J. Hill	Clerk	
E. A. Huffman	Deputy	
First National Bank of Peru	Plaintiff	May Term 1874
George Wilson	Defendant	
First National Bank of Peru	Oath: Nov. 16, 1872 George Wilson gave Howe Machine Co. prom. Note	
Howe Machine Co.	Received promissory note from George Wilson for 65.00	
E. D. Olin	Agent for Howe Machine Co.; assigned note to plaintiff	
First National Bank of Peru	Demand judgment for 100.00	
Headington & Bosworth	Attorney's for plaintiff	

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No. 296 (Civil)

ADAMS CIRCUIT COURT.

The First National Bank  
of Peru, Indiana  
v.s.

George Wilson

Complaint on  
note demand \$100<sup>00</sup>

Filed April 28 1874,

A. J. White Clerk.

By C. H. Chapman Deputy.

Headmiston & Beaworth  
Attorneys.

SUMMONS.

THE STATE OF INDIANA,

TO THE SHERIFF OF ADAMS COUNTY, GREETING:

We Command you to Summon

*be George Wilson*

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 *9<sup>th</sup>* Monday of  
*May*, 1874, then and there to answer the complaint of  
*The First National Bank of New*  
*Indiana for \$100<sup>00</sup> damages on*  
*note*

and of this Writ make due service and return.

Witness, The Clerk of said Court, and the seal hereto affixed,  
at the Court House, in Decatur, this *28* day  
of *April*, 1874

*A. Price*, Clerk.  
*Edw. Huffman* accept





State of Indiana } In the Adams Circuit Court  
Adams County } May Term A. D. 1874.

First National Bank of Peru }

vs

George Willson }

The first National Bank of Peru Indiana Plaintiff  
complains of George Willson Defendant and Says,  
That on the Sixteenth day of November 1872 Defendant  
by his promissory note a copy of which is filed  
herewith, promised to pay to the Howe Machine  
Company Twelve months after date Sixty five dollars  
with Current exchange on New York; with Ten per  
cent interest if not paid at maturity, and ten  
per cent Attorney's fee if collected after Matu-  
rity; waiving benefit of appraisement laws  
That on the       day of       187   The Said Howe  
Machine Company by their agent E. H. Clin  
transferred Said note to Plaintiff. That Said Note  
is due, was not paid at maturity, and still  
remains wholly unpaid. Wherefore Plaintiff  
demands Judgment for One Hundred dollars  
including interest and ten per cent Attorney's  
fee. And will the Court grant such other  
and further relief as he shall deem just and  
right.

Headington & Bisworth Atty  
for Plff.



Copy of Note.

\$ 65.00. Geneva Nov 16<sup>th</sup> 1872.

No 1077  $\frac{233}{12}$

(12) Twelve Months after date, for value received I promise to pay to the order of The Howe Machine Company Sixty <sup>4</sup>Five dollars, with current exchange on New York, and charges when collected through Express Companies with ten per cent interest if not paid at maturity. At Portland Express office. The makers and endorsers severally waive presentment for payment, protest and notice of protest, and non payment of this note, and agree that if collected after maturity ten per cent Attorneys fees shall be added and in case of swift judgment <sup>for Bague</sup> shall be included in judgment on note. Without any relief whatever from valuation or Appraisement laws No credits allowed on this note unless endorsed on note at time payment is made. "George Willson"

Geneva Incl  
Nov 16, 1873 }