

Leopold Falk vs O'Connell & Coffee

Leopold Falk	Plaintiff; complaint of unpaid note	May Term 1861
Daniel O'Connell	Defendant	
John O'Connell	Defendant	
Daniel Coffee	Defendant	
Defendants	Acknowledge note, which was for liquor	
Defendants	Say they were defrauded; liquor was not worth what plaintiff claimed	
Moses Moehrny	Witness; says defendants didn't complain about liquor before	

Leopold Folk } Adams Can Pleas
2 } May Term 1861
Samuel O'Connor
John O'Connor &
Leanne Coffee

On the defendants answer to the
Complaint of the plaintiff they say that they
admit the execution of the note in said
Complaint mentioned that at the time
of the making of said note Leopold
Folk was the plaintiff was an importer
and dealer in Brandy Whiskey Wines
and other spirituous ^{liquors} ~~liquors~~ that as such
he was the owner importer the plaintiff
proposed to sell to defendants a quantity
of said Liquors and as an inducement
to said sale falsely and fraudulently
represented said Liquors to be of Superior
quality and well worth the prices he
asked for them that relying upon
said ^{false} representation made by the plaintiff
with intent to defraud the defendants
they purchased when he made the same
defendants purchased of said Plaintiff
1 Barrel of Bourbon Whiskey 2 Barrels
of Rye Whiskey 2 Casks of Brandy &
2 Casks of Rum 1 Cask of Gin
and a quantity of Wines and other

Signers which at plaintiff's price amounts
to three hundred & thirty five dollars
and seven five cents that defendants
pay on said purchase one hundred
and fifty dollars and exceeded the
said note for one hundred & eighty
five dollars and 75 cents, that the
said folk at the time being solemnly
under pecuniary embarrassment said note
was taken in the name of Wm. Mearns
defendants say that said signers were not
worth of the price at which they were
sold which fact the plaintiff well
knew that said signers were not of
an inferior quality which fact the
plaintiff well knew and defendants
say that the whole amount of the
value of said signers was not more
than one hundred and fifty dollars
the amount at the time paid on said
purchase ^{which plaintiff well knew} and defendants say that the
said signers solely and particularly
represented by defendants and volume
the plaintiff them was not worth more
than one hundred and fifty dollars
and said representation was wholly
false and plaintiff knew them
at the time ^{at which they were purchased} and that

they were ^{knowingly} made with the intent to
defraud said defendants

2 Defendants aversing say that the consideration
of said of said note was certain specified
signers which the said Leopoldus Fable knew
off said the defendant Whistly Branch knew
and knew that said signers were adul-
terated by the admixture of old iron
and other substances and faults whereunto
whereof defendants say the consideration
of said note was ^{the great germinal} ~~definitely~~ ^{fraudulent} ~~fraudulent~~
from ^{fraudulent} ~~fraudulent~~
alters for defendants

Lepoldus Falk

Samuel O Connell

Mr Morning states
that Plaintiff had a note signed
by Samuel O Connell & Arthur this of the
defendants in this case for \$155.75
falling due 15th of May A.D. 1860 Mr
Falk the plaintiff resigned the note
to me to secure me in a part of some
payments I have to make to for
Falk for which I was security. As
the note was payable in Hamilton
Bank at Fort Wayne when the note
fell due said the defendants had
notice of the maturity thereof. Mr
Samuel O Connell came to me and
told me he could not then pay
the note and wanted me to take the
same out of Bank he said he would
pay a part and wanted me to wait
with him a reasonable time to which
preparation I agreed I took the
note out of Bank but time soon
was come they paid me nothing - I
then went back on Falk and wanted
my money from him Falk then and
Connell agreed that the Connells
should execute a new note giving
one month with interest and
which they would give the other
defendant as security as
the same which arrangements I
agreed to and received the note

now sued on for the other note
calling for the same amount with
interest at the maturity of the note
now sued on the defendants did
not pay me the same I then asked
Mr Hall to pay me the money I
had paid out for him he
done so and I assigned him
back the note in question
during all the time I had the note
the defendants never mentioned
to me that they had any other
defenses to the same if any and
Daniel O Connell told me while
I had the first note that he would
pay the same as soon as he could
and would pay apart of the same
at a time

Wm E. Mooney

Subscribed and sworn before me this
4th day of May 22 1860

John R. Smith Clerk

By agreement of the Parties
the foregoing is agreed to be the
testimony of the Witness Mooney and
that the same is to be admitted in
evidence on the trial of the above
entitled cause so far as the same
may be applicable and relevant
to the issues in the case. J. H. H. 4th
W. H. H. 4th

\$185⁷⁵₁₀₀

Fort Wayne May 26 1862

Seven Months after Date We Promise to

Pay to the Order of M. H. Muehring

One hundred & Eighty Five⁷⁵₁₀₀ Dollars,

Value received, without any relief whatever from valuation or appraisement

laws. with Interest from date

PAYABLE AT

Daniel O'Connell & Co

Daniel Coffey

No.

DUE



Fort Wayne, Novemb 18th 1837

Mr. Dan. O'Connell & Brother

Bought of L. FALK,

Importer and Wholesale Dealer in

BRANDIES, WINES, LIQUORS, CIGARS, Etc.

No. 38 Columbia Street.

TERMS CASH, UNLESS SETTLED BY NOTE.

50	1	Gal Bourbon Whiskey	41 gal 1 st	41 -
440	1	" Old Fg	40 ² 1 st	40 50
75	1	" Holland Gin	41 ¹ 1 st	62 25
125	1	Eight Cask Brandy	24 25	60 -
100	1	8 gal Dark Brandy	200	36 -
100	10	" Cherry Wine	22 ¹	22 50
75	10	" Port Wine	150	15 -
75	6	" St. Croix Rum	150	9 -
100	6	" Jamaica Rum	250	15 -
50	6	" Cherry Brandy	100	6 -
	6	Keep		6 50
1200	1	Part of Champagne		18 -
250	1	Box Black Wine		4 -

DE 1 Buysie received

\$395 75
100

Recd. Balance by Note 6th Mo.
after 3 date. L. Falk

\$105 75

THE STATE OF INDIANA. } ss.

Adams County,

To the Sheriff, of Adams County, Greeting:

You are hereby Commanded to Summon
 since O. Counsel, John O. Counsel
 & Daniel Coffee

To appear in the Court of Common Pleas of Adams County, on the ^{10th} Monday in
 May next, then there to answer Leopold Falk on
 a Complaint on Note

and of this summons make due return

Witness, the Clerk and seal of said Court, this ^{24th} day of

March 1861

James B. Simcoke

Clerk. C. C. P.

State of Indiana, In the Court of Common
Adams County (Neas of Adams County
May Term 1861.

Lepola Galt

vs

Daniel O Connell }
John O Connell } Complaint on note
Daniel Coffey }

Lepola Galt

Plaintiff in this action complains of
Daniel O Connell John O Connell and
Daniel Coffey defendants and says
that heretofore on the 26th day of May
AD 1860 the defendants by their promising
note executed by Daniel O Connell and
John O Connell under the name and
style of Daniel O Connell & Bro. and
by the said Coffey in his own proper
name promised to pay

one hundred and eighty five $\frac{75}{100}$ dollars
a copy of which said note is herewith
filed and made a part of this complaint
that the said

Monkering by endorsement
on the back thereof assigned said
note to the plaintiff that said note
remains wholly unpaid and is now due,
and the plaintiff demands judgment
of and from the defendants for two
hundred dollars and other proper relief

David Stranahan
Attorney