

(68)

Box ~~129~~ - 102 -

No. 306 (Civic)

ADAMS CIRCUIT COURT.

Edward Martin.

John Martin

V.S.

George W. Holt

et al

Filed

May 2nd

1874,

W. H. Hill

Clerk.

By

E. A. Huffman

Deputy.

Bob & Peterson

Attorneys.

Civil case of Edward & John Martin vs George W. Sholts

G. W. Sholts	Co-signer of prom. note to Edward Martin & Co. for 109.00	June 13, 1873
Hugh Cox	Co-signer of prom. note to Edward Martin & Co. for 109.00	
John W. Heinberger	Co-signer of prom. note to Edward Martin & Co. for 109.00	
Edward Martin	Plaintiff; doing business as Edward Martin & Co.	May Term 1874
John Martin	Plaintiff; doing business as Edward Martin & Co.	
George W. Sholts	Defendant; signed prom. Note to Edward Martin & Co. for 109.00	
Hugh Cox	Defendant; signed prom. Note to Edward Martin & Co. for 109.00	
John W. Heinberger	Defendant; signed prom. Note to Edward Martin & Co. for 109.00	
Edward & John Martin	Demand judgment for 135.00 for note & damages	
Bobo & Peterson	Attorneys for plaintiffs	
George W. Sholts	Summoned to answer to Edward & John Martin - complaint on note	May 2, 1874
Hugh Cox	Summoned to answer to Edward & John Martin - complaint on note	
John W. Heinberger	Summoned to answer to Edward & John Martin - complaint on note	
A. J. Hill	Clerk	

State of Indiana In the Adams Circ Court  
Adams County } May Term 1874

Edward Martin  
John Martin

vs

Complaint on note

George W Sholtz  
Hugh Lee  
John W Heinberger

Edward Martin and John Martin doing business under the firm name and style of Edward Martin the Plaintiffs in this action complain of George W Sholtz Hugh Lee and John W Heinberger defendants and says that said defendants are indebted to them in the sum of \$109<sup>00</sup> as is evidenced by their promissory note a copy of which is filed herewith and made a part hereof that said note provides for the payment of Plaintiffs attorneys if not is collected by legal process that legal proceedings have instituted thereon that the Plaintiffs have laid out and expended in the collection of the said note the sum of 12¢ that said note together with the interest thereon is now due also attorneys fees and remain wholly unpaid to the Plaintiffs damages in the sum of \$135<sup>00</sup> Wherefore Plaintiffs demand judgment for said sum and such other further and general relief as he may be entitled to in the premises

Bohn & Peterson

Copy of note sent on 24th for Pls  
\$109<sup>00</sup> June 13, 1873

Five months after date one or either of us  
over

promise to pay to the order of Edward Martin  
the one hundred and nine dollars with ten  
per cent interest for value received without  
any relief or abatement from valuation or apprais-  
ment laws Should this note have to be collected by  
legal process we agree to pay the attorney fee for  
collecting the same

G. N. Shells

Henry Leox

John W Heininger



109<sup>00</sup>

June 13

1873

Five Months

after date, we, or either of us, promise

to pay to the order of Edward Martin & Co

one hundred and nine

Dollars,

100

With Ten per cent. Interest, for value received, without any relief whatever from valuation or appraisement laws. Should this Note have to be collected by legal process, we agree to pay the Attorney's Fee for collecting the same.

E. W. Sholto

John W. Wheeler

No.

Due

July 16 / 73





SUMMONS.

THE STATE OF INDIANA,

TO THE SHERIFF OF ADAMS COUNTY, GREETING :

We Command you to Summon

*George W. Holt's*  
*Hugh Cox John W. Heinberger*

If *they* 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 *third* Monday of  
*May*, 187*4*, then and there to answer the complaint of  
*Edward Martin John Mantie*  
*for \$135.00 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 *second* day  
of *May*, 187*4*

*A. J. H. H.* Clerk.