

State of Indiana in the Court of Common Pleas
of Adams County, Thomas of Adams County
Plaintiff vs. Thomas et al
Defendants

1. And for the first paragraph
of the Plaintiff's Petition, Plaintiff to the Plaintiff
Thomas of Adams County all the allegations
therein contained.

2. And for the second paragraph
of the Plaintiff's Petition, Plaintiff to the Plaintiff
second paragraph of the Defendant's answer to
the second paragraph of the Plaintiff's
Petition say that as to the said steel
pipe mentioned in said contract the said
Defendants by agreement with Plaintiff took
acceptance and received a steel pipe in
lieu of the said steel pipe which by
the mutual understanding were in lieu
of the said steel pipe wherefore they
say as to the said steel pipe the
Plaintiff ought not to maintain this
said action for said sum.

3. And for a second paragraph
of the Defendant's Petition, Plaintiff to
the second paragraph of the Defendant's
answer to second paragraph of
the Plaintiff's Petition, the Plaintiff say
that the Plaintiff did furnish to the

The defendant a carriage which the defend-
ants accepted ^{in discharge of the same} on said contract, whether it
was precisely 28 feet long or not the defend-
ants do not know but that the same did
substantially comply with the conditions of said
said contract and was accepted as such
that the plaintiffs did furnish the said
fifty six feet of iron or a quantity so near
thereto that the same was accepted by the
defendants as a compliance with said
contract, and as to the said items the
said defendants ought not to maintain
there said answer

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And as a 3 reply to the said
second paragraph of the defendants answer
to second paragraph of the plaintiffs
complaint, the defendants say that on the
26 day of December 1866 they at the
time of giving the note mentioned
in 1st paragraph of plaintiffs complaint,
the defendants and plaintiffs had a
full settlement of all matters and
things between them in which all the
matters mentioned by the in the said
paragraph of said answer were settled and
adjusted between the parties and the said
note given as the balance then due
the plaintiffs ^{or said settlement} in addition to the other
notes mentioned in the plaintiffs
complaint

1st And for reply to the second paragraph of the Defendant's answer to plaintiff's third paragraph of the complaint says that the plaintiff and Defendant fully settled all the matters and things mentioned in the said paragraph at and on 24th of December 1881, & wherefore he ought not to maintain said action & fees

And for a further reply to the said 2nd paragraph of the Defendant's answer says to 3rd paragraph of the plaintiff's complaint the said says that as to the said wood pipe, wood carriage & fuel beam they were all furnished the Defendant if not in precise dimension as to shape and length, still they were all furnished of suitable and proper length & dimension so that the Defendant accepted them in discharge of said contract, wherefore the Defendant ought not to maintain said action, & fees as to said articles
David H. Dabaker
attorney for Plaintiff
and for a further answer to the

And the said Defendant is to be held liable for the cost of the said proceedings in the amount of \$100.00

An Article of agreement made and entered into this the 5. day of January A. D. 1866. By and between J. C. Bowser & Co. of Fort Wayne Indiana and Numbers and Blackburn of Decatur Adams Co. Indiana. Witnesseth that the said J. C. Bowser & Co. agree to furnish said Numbers and Blackburn an Engine 100 in bore 20 inch Stroke with iron box Bed heater front plate Grate Burner Bock Stand Steam Cold water hot water & Exhaust pipe Boilers 12 feet long 44 inches diameter 43 tubes 3 inches diameter Shut Iron Chimney 43 feet long with mud pipe and dome to the Boiler & Steam gage. Also Double Circular Saw mill on 56 inch gauge 30 inch Saw 28 feet Carage 56 feet Irons for Carage to Run on with Saw setting head blocks and logs and Lumber crans and Bills with every other necessary Iron both wrought & cast to make a complete mill and deliver the same at our in Fort Wayne on the 5 day of March next

and the said Numbers and Blackburn to pay for all the above machinery thirty four hundred and fifty six (3456) Dollars as follows Eight hundred and fifty six dollars at date of this Article Eleven hundred & forty four dollars at time of delivery at the shop and the balance in two equal payments one in five and one in nine months from time of delivery with ought Relief from valuation or appraisement laws