

Said defined payments to be secured by notes and mortgage or other satisfactory security created within 30 days from time of delivery and to bear interest at 6 per cent

And to said J. H. Bousier and Co. warrant said Machinery to be made of good material and workmanship and to perform well with proper care and attention on the part of said Numbers and Blackburn

J. H. Bousier & Co.

Numbers & Blackburn

Bousier
No

Numbers

Copy

filed

Jacob C Bowser
W & C
One George Numbers
Norval Blackburn

Comes now George
Numbers and Norval Blackburn defend-
ants and admit all the allegations
^{the 2nd & 3rd paragraphs of}
in the Plaintiffs Complaint Court
acted and for answer say that the
said note sued on was given for the
consideration following

That on the 5th Day of July 1866 the said
Plaintiffs in the name and style of J. C.
Bowser & Co entered into a written
Contract with the Defendants in the
name of Numbers and Blackburn
a copy of which is filed herewith and
made a part hereof by which the
said J. C. Bowser & Co agreed to
furnish said Numbers and Black-
burn ^{an} engine 10 1/2 in Bore 20 inch stroke
Set on Iron Boxed heater front plate
grate Brass Brick Stand Steam Cold water
hot water & Exhaust pipes Boiler 12 feet long
44 inches diameter 45 tubes 3 inches
diameter Sheet Iron Chimney 45 feet
long with mud pipes and some of the
Boiler and Steam gauge also Double air

cular saw mill one 36 inch iron 30
inch saw 28 foot carriage 36 feet
Iron for carriage to run on
together with other articles therein
mentioned and that the said
J. C. Fowler & Co shipped the
said Machinery to the Defendants
and when the same was received
by the Defendants the said mud pipe was
not furnished nor have the plaintiffs
since furnished the same and the said
carriage was not 28 feet long but was
24 feet long and said 36 feet Iron
was not furnished as specified in
said Contract that said Machinery
was sent to the Defendants by agents
from Fort Wayne to Decatur

and at the time of giving the said
Notes issued on the said Machinery
was the consideration of the said
Notes that the said Mud pipe
was estimated to be of the value of
200⁰⁰ said Carriage of the value of
10⁰⁰ per foot said Iron feet at the
value of 10⁰⁰ per foot wherefore the
consideration of said Notes has
failed in the sum of 500⁰⁰
as to which the plaintiffs ought
not to recover

And for a second and further
para graph of the defendants answer
the defendants ^{answer as to the second paragraph of the complaint} admit all the (Material)
allegations in the plaintiffs Complaint
set forth and say that the said notes
said on were given for the consideration
following
That

Dea. Adams & Co. Inc.



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Fort Wayne, Ind., March 15 1866

For Value Received, Six Months — after

date we promise to pay to **J. C. BOWSER & CO.,** or

Bearer, Seven Hundred & Twenty Eight Dollars

and cents, with interest from date, without any relief from

valuation or appraisement laws.

Numbers & Blackburn

447. Aug 18/66