

That on the 5. day of July 1866, the Said Plaintiff in the name and style of J. C. Bowser & Co. entered into a written contract with the Defendants in the name of Summers 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 Summers and Blackburn a Engine 10 1/2 in Bore 20 in stroke set on iron Box bed heating front plate granite Boon Beck stand Steam cold water hot water 77 Exhaust pipe Boilers 13 feet long 44 inches Diameter 45 tubes 3 inches Diameter Sheet Iron Chimney 45 feet long with mud pipes and down to the Boilers and Steam gage also double circular Saw mill One 56 inch one 30 inch Saw 28 foot Carriage 56 feet Irons for Carriage to run on together with other articles therein mentioned and that that the said J. C. Bowser & Co. shipped the said machinery to the Defendants and when the same was received by the Defendants the said pipe mud pipe was not furnished nor were the plaintiff since furnished the same and the said 45 feet Carriage was not 28 feet long but was 24 feet long and said 56 feet Irons were not furnished as specified in said Contract that said Machinery was sent to the Defendants by agents from Fort Wayne to Creston and at the time of giving the said notes ^{said} ~~sent~~ on the said Machinery was

the consideration of the said note, and that
on the mortgage as aforesaid the
Plaintiff has violated this said
written contract to the Defendants
sum of in the sum of 5000 Dollars
which he offers by way of Counter
Claim to recover against the Plaintiff
the said

~~Plaintiff~~

3rd and the Defendants further answer
as to the first paragraph of the Plaintiff
Complaint and say that on the
day of 186 they pay to the
Plaintiff 5000 to be applied on
the said note and on and
they admit the material allegations
in said Paragraph contained

4 and for a fourth and further
answer the Defendants admit all
the material allegations in
the second paragraph contained
and say that they paid the Plaintiff
5000 \$ on the said note and
on the day of 186

and for a 5th answer the
defendants say that they
admit all the material alleg-
ations in the 3 paragraphs
contained and that they
on the day of 1877
paid to plaintiff ~~the~~ four
hundred dollars on the
said note sued on

Pro for Defts

An Article of Agreement Made and Entered
into this the 5 day of January A.D. 1866 By & Between J. C.
Bousor & Co of Fort Wayne Indiana and Numbus &
Blackburn of Decatur Adams Co Indiana Witnesses that
the Said J. C. Bousor & Co agree to furnish Said
Numbus & Blackburn an Engine 10 1/2 in Bore 26 inches
Stroke set on Iron Box Bed heater front Plate Gate
Boors Boor Stand Steam Cold Water Hot Water &
Exhaust pipe Boiler 12 feet long 4 1/4 inches diameter
45 tubes 3 inches diameter Sheet Iron Chimney 45
feet long with mud pipe on same to the Boiler &
Steam gauge also Double Circular Sawmill one
56 inch & one 30 inch Saw 28 feet Corage 56 feet
non for Corage to Run on with Saw sitting head blocks
and Log and lumber cars & Belts with any other
necessary Iron both wrought & Cast to make a
Compleat mill and deliver the Same at ours
in Fort Wayne on the 5 day of March next

And the Said
Numbus and Blackburn agree 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 six and one in nine months from time
of delivery with ought Relief from collection or
apparent Law Said defered payments to be
Secured by notes and Mortgage or other satisfactory Security