

& that sum

3 and for a further answer to the second paragraph of the Plaintiffs Complaint the Defendant admit all the material allegations in the Plaintiffs Complaint contained and that Day that the said note sued on was given for the consideration following
That on the 5th Day of 1866 the Plaintiffs in the name of J C Brouser and Co entered into a written contract with the ~~Plaintiffs~~ Defendants a copy of which is filed herewith by which the said J C Brouser & Co agreed to furnish said Defendants an engine 10 1/2 in Bore 20 inch Stroke Set on iron box beds heating front plate grate boiler back Stand Steam Cold water hot water & 4 harness pipes Boiler 12 feet long 44 inches Diameter 45 tubes 3 inch Diameter Sheet Iron Chimney 45 feet long with mud pipe & down to the boiler & stamper Double circular saw mill one 36 inch one 30 inch saw 28 foot Carriage 56 feet long for carriage to run on and that said Brouser

Said property was to be delivered to the
Defendants on the 5th day of March
1866 and that defendants say
that the Plaintiff failed to furnish
said ~~carriage~~ and wood paper
that said pipe was of the value of
200\$ dollars and is counted in
said note that Plaintiff failed
to furnish said Carriage 28 feet
long which was of the value of
25\$ dollars and was a part of
the consideration of said note and
the Plaintiff failed to furnish
of said 36 feet Irons to wit 20
which were of the value of 50\$
and part of the consideration of
said note and that the Plaintiff
failed to furnish any part of
said Machinery before the 5th
Day of May 1866 ~~wherefor the~~
~~consideration of said~~ and the
Defendants have demanded of the
Plaintiff the said articles, wood
paper and the ~~the~~ Plaintiff has
failed and refused to furnish the
same to Defendants wherefor
the consideration to said note
has failed to the amount of
500\$ wherefor Plaintiff ought not

re cover as to that sum

4th and for answer to the 3rd paragraph
the defendants say that they admit all
the material allegations in the plaintiffs
complaint contained and that hereto
fore on the day of 186
they paid to the plaintiffs the sum
of 400 dollars on the said note
due on wherefore the plaintiffs
ought not to recover thereon \neq as
to that sum

5th and for further answer to the
3rd paragraph of the plaintiffs complaint
say by way of counterclaim for answer
that they admit all the material allegato
ons in the complaint contained
and and say that said note due
on was given for the consideration
following that on the 5th day of July 1866
the said Plaintiff in the name and style
of J. B. Bowser and Company, entered into
a written contract with the Defendants

A writ of mandamus was granted by the 5th Exors of March 1866

in the name of sd numbers and Blackburn a copy of which is filed here - with and made a part hereof, by which the said J. B. Bowser and Company agreed to furnish Said Numbers and Blackburn an Engine 14 1/2 inches in Bore 20 in stroke set on iron boxed heating front plate grate Boer block stand steam cold water hot water and Exhaust pipe Boilers 12 feet long 4 1/2 inches diameter 43 tubes 3 inches diameter sheet iron chimney feet long with mud pipe and Dome to the boiler and steam gage, also double circular Saw-mill, One 56 inch and one 30 inch Saw 28 foot Carriage 56 feet of iron for Carriage to run on, together with other articles therein mentioned and that the said J. B. Bowser and Company furnished the said machinery to the defendant, at broke the Contract and agreement in this that they did not furnish said mud pipe nor did they furnish said log carriage 28 feet long nor did they furnish the said 56 feet Iron nor did they furnish any of said machinery until the 15 day of May 1866 although



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Fort Wayne, Ind., March 15 1866

For Value Received, Nine 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 appraisal laws.

Ambers & Blackburn