

Domestic Sewing  
Machine Co,

vs

James R Boyd

Comes now

The Domestic Sewing Machine  
by the Plaintiff & herein her  
Attorney and deposes to  
the ~~the~~ ~~second~~ ~~an~~ each par-  
agraph of the Defendants  
answer and state for cause  
of demurrer that neither of  
said paragraphs state facts  
sufficient to constitute  
a defense of

Suit of Plaintiff  
Att'y for Def.

Domestic Sewing Machine  
Company vs  
James R Boyd for accused ~~deceit~~  
The defendant admits  
the execution of the note sued on  
and says that said note was given  
and executed by defendant for  
and in consideration of a ~~Machine~~  
Called a ~~Large~~ domestic Sewing  
Machine that at the date of the  
execution thereof the Plaintiff  
proposed and promised to furnish  
to the defendant a good complete  
Domestic Sewing Machine  
in good order made of good  
Material properly constructed  
and in every way fit to do  
~~together with~~ <sup>together with</sup> ~~the~~ ~~deceit~~  
Ordinary Sewing, that rely  
ing upon said promise the  
defendant so made the note  
sued upon and delivered  
the same to the Plaintiff that  
the Plaintiff ~~never~~ did not  
then nor since at anytime  
furnish this defendant  
the said Machine so Contracted  
and promised and for which  
said note was given  
wherefore the defendant says

that the Consideration of said note  
has wholly failed and the  
Plaintiff ought not to recover

2<sup>d</sup> For and for a second and further paragraph  
of the defendants answer the defendant  
admits the execution of the note sued on  
and says that said note was so made  
to the plaintiff in consideration of  
a certain Sewing Machine called  
a Domestic Sewing Machine  
that at the purchase thereof the plain-  
tiff warranted said Machine to be  
made of good material properly  
constructed and in good running  
order and so made and constructed  
that it should be durable and  
~~efficient~~ fit for the purpose sold  
that the said Machine was so pur-  
chased to do ordinary sewing  
in a private family that the  
Plaintiff broke the said warranty  
in this the woodwork of said  
Machine was not constructed  
with mechanical skill or of good  
and solid wood but on the contrary  
bunglingly made of green and  
unseasoned wood the Iron

still and other parts of said machine were not constructed with mechanical skill nor in such a manner that said machine was capable of doing ordinary sewing on the contrary was awkwardly constructed without skill or fitness to do the work for which it was intended and sold all which is to the defendants damage in the sum of Seventy 80 Dollars which he offers to set off against the Plaintiffs demand

Boob & Peterson

Domestic Sewing  
Machine Co

vs

Miss R Boyd

Comes now  
the plaintiff and her  
each and every allegation  
in the defendants answer  
contained

Wm J Quinn  
Att'y for Df

State of Indiana In Adams Co. Court.  
Adams County, May Term 1874  
Domestic Sewing Ma-  
chine Company

vs  
James R. Boyd Esq. Plaintiff  
vs Saml. Moore Defendant

The Domestic Sewing  
Machine Company, a corporation  
organized under the laws of the  
State of Ohio plaintiff in this ac-  
tion complains of James R. Boyd  
the defendant and says that here-  
before to wit: on the 18 day of June  
in the year 1872 said defendant  
executed and delivered to the plaintiff  
his note a copy of which is filed  
herewith and made a part hereof  
by which note the defendant  
promised to pay the plaintiff  
the sum of Twenty Dollars  
without any relief from val-  
uation or appraisement laws  
aworth current exchange on  
New York and six per cent  
interest after maturity. That  
said note is due and wholly  
unpaid to plaintiffs damage  
One Hundred <sup>and ten</sup> Dollars.

Wherefore the plaintiff asks and  
demands judgment against

and for other proper relief  
Shudabaku + Quin  
accy for P. H.  
copy of note.

\$90.00

June 18<sup>th</sup> 1878

Six Months after date I promise  
to pay to the order of the Domestic Sew-  
ing Machine Co, Ninety Dollars at  
Beccator Ind, Value received with current  
Rate of Exchange in New York,  
James R. Boyd,

Domestic Sewing  
Machine Co vs  
James R Boyd

Comes now the

the Plaintiff and Accusers  
to the defendants answer in  
this behalf and for cause says  
that the same does not state  
facts sufficient to constitute  
a defense

Said & Quind,  
atty for Plf

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