

March Court . . . 1734 271

308 That the said John Venan recover against the said Robert Dias his Debt and the Damages by
Reason of the Detaining of the same Debt to three hundred & Eight
pounds of Tobacco to the said John of his apent by the Court here adjudged and the said Defendant in money
Whereupon the said Robert Dias prays the Justice here that they will hear and determine
the dispute in the foregoing action between him and the said John Venan according to the rules of Equity
and good Conscience according to act of assembly in such form made and provided &c. which is granted

1733 Isaac Handy } Somerset County ss Henry Taddonie late of Somerset County planter
vs Henry Taddonie } was attached to answer unto Isaac Handy of plea of trespass upon the
Case &c. And Whereupon the same Isaac by William Beckingham his

Attorney complains that whereas on the first day of September in the Year of Our Lord
Seventeen Hundred and thirty three at Somerset County a certain Communication
was had and moved between the said Isaac and the said Henry of and concerning
Sale of Eighteen Barrels of pork by the said Henry to the said Isaac upon which Com-
munication the said Henry then and there for and in consideration of one negro
Slave by him the said Isaac to him the said Henry delivered did bargain and sell
to the same Isaac for the proper use of the said Isaac the said Eighteen Barrels of pork
and then and there by bargaining did Warrant and affirm that the said Eighteen
Barrels of pork were sound Merchantable and in merchant like manner packed
and Stowed And the said Isaac further saith that at the time of the said Sale warranty
of the said Eighteen Barrels of pork were not sound merchantable and in merchant
like manner packed and Stowed but so carelessly loosely and in so unmerchant like
manner packed and Stowed that the said Isaac the use profit and benefit of the pork of
did loose and so the said Henry (the said Isaac) giving credit to and relying upon the probity
and Verity of the said Henry against the form of his Warranty and Affirmance of then
and there falsely and fraudulently did deceive And whereas also afterwards to wit the
day and year of ab the County of the same Henry for one other negro Slave to him in
hand delivered by the same Isaac did deliver and pay to the said Isaac Other Eighteen
Barrels of pork and by bargaining did Warrant and affirm that the same Eighteen
Barrels of pork were sound merchantable and in merchant like manner packed and
Stowed whereas in fact the said Eighteen Barrels of pork were not sound merchanta-
ble and in merchant like manner packed and Stowed but so carelessly loosely and in
so unmerchant like manner packed and Stowed that the said Isaac the use profit &
Benefit of the pork of did loose and so the said Henry the said Isaac giving credit
to the last mentioned Warranty of the said Henry then and there falsely and
fraudulently did deceive wherefore the same Isaac saith that he is of worse & hath
Damage to of value of twenty pounds and thereof he brings Suit &c. In Doe
W^m Beckingham & M^r Ple &c. Ric^d Roe