such Services as properly belong to menial or House Servants, and ever since that time
for hem and now is sickly and weakly and subject to the aforesaid Complaints and
diseases and unable to do and perform the labour and services of a boy in good health and
sound in body to wit, at the County aforesaid and so the said Thomas saith that the said
Patrick and John him the said Thomas then and there falsely and fraudulently deceived &
defrauded, And whereas also afterwards to wit, the same day and year aforesaid at the County of
the same Patrick and John offered to sell to the said Thomas a certain other negro boy called &
known by the name of Davy then being the property & Slave of them the said Patrick and John
and thereupon afterwards to wit the same day and year aforesaid at the County aforesaid in
Consideration that the said Thomas at the special instance and request of the said Patrick
and John would buy of them the said Patrick and John the negro last aforesaid, and
for a certain other large price upon them, the said price or sum of fifty pounds Current money
to be paid by the said Thomas to the said Patrick and John when he the said Thomas should
be thereunto afterwards required they the said Patrick and John undertook and then and
there faithfully promised the said Thomas that the negro boy last aforesaid was sound healthy
and free from all diseases whatsoever, and the said Thomas in fact saith that he confiding
in the said promise and undertaking of the said Patrick and John so by them made as
aforesaid afterwards to wit, on the same day and year aforesaid at the County aforesaid at
the special instance and request of the said Patrick and John did buy of the said Patrick
and John the last mentioned negro Boy at and for the sum last aforesaid of fifty pounds
like Current money and did then and there pay to the said Patrick and John the said
last mentioned fifty pounds yet the said Patrick and John not regarding their last
mentioned promise and undertaking but contriving and fraudulently intending to injure
the said Thomas in this behalf did not regard their said promise and undertaking so by
them made as aforesaid but craftily and subtilly devised the said Thomas in this that
the negro boy last aforesaid at the time of the making the said promise and undertaking
of the said Patrick and John was not sound healthy and free from all diseases but on
the contrary thereof was unsound unhealthy and was afflicted with a certain Malady or dis-
-ease called Epilepsie or Convulsive fits to wit, at the County aforesaid whereby the said
negro boy then and there became and is of no use or value to the said Thomas by reason
of which premises the same Thomas says that he is injured by the said Patrick and
John and hath damage to the value of one hundred pounds Current money of Maryland
and therefore he brings suit &c. Thos: Bourke in pro: suo, pledges &c. } John Doe
} Richd Roe

And the said Patrick Ewing and John Manning by Gustavus Scott their attorney came here
into Court and defended the force and injury when &c. and said that they were in no wise guilty
of the premises in the Declaration mentioned in such manner and form as the said Thomas
Bourke above against them hath Complained and of this they put themselves upon the
Country &c. and the said Thomas Bourke in like manner &c. and thereupon further
process of and upon the premises aforesaid between the parties aforesaid by Consent of the said
parties and their attorneys aforesaid was Continued until the monday before the second Tuesday
in October then next following. At which day to wit, the said monday before the second

Tuesday in October here came again as well the said Thomas Bourke in his proper person aforesaid, as the
said Patrick Ewing, and John Manning by their attorney aforesaid and thereupon further process of
upon the premises aforesaid between the parties aforesaid by Consent of the said parties and their attorneys
aforesaid was Continued untill the monday before the second Tuesday in March then next following
At which day to wit, the said monday before the second Tuesday in March in the year of our lord one
hundred and eighty eight, here came again as well the said Thomas Bourke in his proper person
aforesaid as the said Patrick Ewing and John Manning by their attorney aforesaid and thereupon
further process of and upon the premises aforesaid between the parties aforesaid between the parties
aforesaid by Consent of the said parties and their attorneys aforesaid was Continued until the monday
before the second Tuesday in June next following. And now here at this day to wit, the
monday before the second Tuesday in June in the year seventeen hundred and eighty eight Come again
as well the said Thomas Bourke, in his proper person aforesaid as the said Patrick Ewing and
John Manning by their attorney aforesaid, whereupon joining the issue aforesaid it is Commanded
the Sheriff of the County aforesaid that he shall cause to Come here immediately before the Justices
aforesaid twelve &c. who neither &c. to recognize &c. because &c. and thereupon the persons returned
of that Jury whereof mention is above made being called certain of them to wit, Edward Tippe
Jonathan Partridge, John Elliot, William Maddin, James Berrich, and Nehemiah Whitby
appear and are sworn in that Jury; and because the residue of the persons returned of the said
Jury tho' solemnly called do not appear therefore others of the standers by by the sheriff of the County
aforesaid to this are elected and at the request of the said Thomas Bourke, and by the command of
the Justices aforesaid of new are appointed whose names to the panel above mentioned are
added according to the form of the statute in such case made and provided, which said persons
so lately elected and of new appointed as aforesaid to wit, John Brunwell, Samuel Hooper,
Anthony Tatt, Benjamin Sherman, William Reed, and John Reed, being likewise called
do appear, who being elected tried and sworn to say the truth of and upon the premises aforesaid
together with the Jurors aforesaid first impannelled and sworn upon their Oath do say that
the aforesaid Patrick Ewing and John Manning are guilty of the premises in the Declaration
aforesaid mentioned in such manner and form as the said Thomas Bourke above against them
hath Complained; and they do assess the Damages to the said Thomas Bourke on occasion of
the premises besides his Costs and Charges by him about his suit in this behalf expended to
some pounds and ten shillings Current money and for his Costs and Charges some pound of tobacco
Whereupon the said Thomas Bourke prayeth the Judgment of the Court in and upon
the Verdict aforesaid, therefore it is Considered by the Court here that the aforesaid Thomas Bourke
do recover against the said Patrick Ewing, and John Manning his Damages aforesaid by the
Jurors aforesaid in form aforesaid assessed and also the quantity of four thousand three hundred
and eight pounds of Tobacco for his Costs and Charges aforesaid by him about his suit in
this behalf expended unto the said Thomas Bourke by the Court here with his assent of
increase adjudged, which said Damages and Costs in the whole amount to seven pounds
and ten shillings Current money and the quantity of four thousand three hundred
and nine pounds of Tobacco, and the aforesaid Patrick Ewing and John Manning
in mercy &c.

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