

Mercer Quarterly Court-

Taylor Louallen-

Plff-

Vs- Petition And Affidavit For An Order of Delivery-

Garnett Leonard-

Dft's-

Jackson M. Leonard-

Comes now the plaintiff, Taylor Louallen, and
and states that on Sunday, July 26, 1926, he and the defendant,
Garnett Leonard, made and entered into a contract by the terms
of which the plaintiff traded and exchanged a good horse, named
Bill and 7 seven years of age and of sorrel color and of the val-
ue of \$100.00 and a top buggy and harness of the value of \$25.00
with and to the defendant, Garnett Leonard, for an old Ford Car
of 1921 model. He further says that as an inducement to this plain-
tiff making and entering into said trade and exchange with the
said defendant, he the defendant, represented and stated to him
that said car was in good running condition and that it was alright
and that the tires and innertubes were in good shape but that the
inner tubes were on an other car and that he would procure same and
put them on this car and that he would guarantee said car to run
and that it was in good running shape and that he relied upon said
statements and representations so made to him by defendant and
without which statements and representations he would not have made
and entered into said trade and exchange and that said statements
and representations were false and untrue and known by defendant
at the time they were so made to be false and untrue and that by
reason of said false and fraudulent statements and untruths the
title to said property did not pass but remained in this plaintiff
policy and that for said reason the title to same did not pass but
remained in this plaintiff and is now in him and that said property
as described above is his property and that same is now in the
possession of the defendant Garnett Leonard or in the possession
of the defendant J.M. Leonard one or the other and that said prop-