May Term 1798.

Henry Shroeder
against
Jacob F. Levy &
Lyde Goodwin

Be it Remembered, that heretofore, to wit, on the Seventh day of April in the year of our Lord one thousand seven hundred and ninety seven, the said Henry Shroeder by Archibald Robinson his Attorney sued out of the General Court, the writ of the State of Maryland of Capias ad respondendum directed to the Sheriff of Baltimore County, in the words and figures following, to wit, The State of Maryland, sc To the Sheriff of Baltimore County, Greeting, We command you that you take Jacob F. Levy late of Baltimore County Merchant and Lyde Goodwin late of the same County Gentleman if they shall be found in your Bailiwick, and them safe keep, so that you have their bodies before the Judges of our General Court, to be held at the City of Annapolis on the second Tuesday of May next, to answer unto Henry Schroeder in a plea of Trespass upon the case and so forth, hereof fail not at your peril, and have you then and there this Writ. Witness the Honourable Robert Goldsborough Esquire, Chief Judge of our said Court, the 12th day of December Anno Domini 1796 Issued the 7th day of April 1797. (A. Robinson) Jno Gwinn Cl. And the aforesaid Henry Shroeder by his Attorney aforesaid on the day of the issuing of the aforesaid Writ filed in Court here, the following Declaration, Copies whereof were made and sent with the said Writ, to the Sheriff of the County aforesaid, to wit. Western Shore of Maryland, Baltimore County, to wit, Jacob F. Levy late of Baltimore County Merchant and Lyde Goodwin late of the same County Gentleman were attached to answer unto Henry Shroeder in a plea of Trespass upon the Case and so forth, And whereupon the said Henry Shroeder by Archibald Robinson his Attorney complains that whereas the said Jacob F. Levy, Lyde Goodwin and one John Loar (in his life time now deceased) they, then being partners together in Trade on the sixteenth day of October in the year seventeen hundred and ninety five at the County aforesaid were indebted to the said Henry in the sum of One hundred and eighty four pounds eight shillings and five pence Current Money of Maryland for divers Goods Wares and Merchandizes by the said Henry before that time sold and delivered to the said Levy Goodwin and Loar in the life time of the said Loar (who is since

(deceased)

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deceased) and at their special instance and request, And being so indebted they the said Levy Goodwin and Loar (in the life time of the said Loar) in consideration thereof afterwards to wit, on the same day and year aforesaid at the County aforesaid undertook and faithfully promised the said Henry to pay him the aforesaid sum of Money when thereto afterwards they the said Levy, Goodwin and Loar should be afterwards requested. And whereas afterwards to wit, on the same day and year aforesaid at the County aforesaid in consideration that the said Henry, at the like special instance and request of the said Levy Goodwin and Loar in the life time of the said Loar (who is now deceased and whom the said Levy and Goodwin have survived) had before that time sold and delivered to the said Levy Goodwin and Loar in the life time of the said Loar (who is now deceased) divers other Goods Wares and Merchandizes they the said Levy Goodwin and Loar in the life time of the said Loar undertook and faithfully promised the said Henry to pay him so much Current Money aforesaid as he therefore reasonably deserved to have for the same when they the said Levy Goodwin and Loar should be thereto afterwards requested, And the said Henry avers that he therefore reasonably deserved to have of the said Levy Goodwin and Loar (in the life time of the said Loar who is now deceased) other One hundred and eighty four pounds eight shillings and five pence Current Money aforesaid to wit at the County aforesaid whereof the said Levy Goodwin and Loar (in the life time of the said Loar who is now deceased) afterwards to wit on the same day and year aforesaid there had notice, Yet the said Levy Goodwin and Loar in the life time of the said Loar and the said Levy and Goodwin since the decease of the said Loar not regarding their said several promises and undertakings so by them made in their behalf as aforesaid but contri-ving and fraudulently intending craftily and subtilly to deceive and defraud the said Henry in this behalf have not nor hath any or either of them the said Levy, Goodwin and Loar in the life time of the said Loar or of them the said Levy and Goodwin since the decease of the said Loar as yet paid the aforesaid several sums of Money or any part thereof to the said Henry (although so to do they the said Levy Goodwin and Loar in the life time of the said Loar and the said Levy and Goodwin since the decease of the said Loar were requested by the said Henry afterwards to wit on the same day and year aforesaid and often afterwards to wit at the County aforesaid) but they the said Levy Goodwin and Loar in the life time of the said Loar and the said Levy and Goodwin since the decease of the said Loar

(to)