

No. 4411. Equity.

Frederick County, to wit

The State of Maryland, to the

Sheriff of Frederick County, Greeting:

Writ of Summons

You are hereby commanded to summon James A. Cundruff of Frederick County, to appear before the Circuit Court for Frederick County, to be held at the Court House in and for Frederick County on the second Monday of May next to answer an action at the suit of George W. Rome and Eugene L. Rome, trading as George W. Rome & Son, of account. And have you show and then this writ.

Place of Seal

Witness the Honorable Richard J. Bowie, Chief Judge of the said Court, the 18th day of February A. D., 1878.

Issued the 6th day of May, A. D., 1878.

Thomas Gorsuch, Clerk

Returned Endorsed

"An est"

Filed March 31, 1882

"Wm. Richardson, Sheriff"

In the Circuit Court for Frederick County

Frederick County:

George W. Rome and Eugene L. Rome, trading under the name, firm & style of George W. Rome & Son, by C. V. S. Levy, their Attorney, and James A. Cundruff, for that the said defendant, on the twenty-first day of July, in the year eighteen hundred and seventy-three, by his promissory note, now overdue, did promise to pay four hundred and five dollars and eighty cents to the plaintiffs, or order, ninety days after date, but did not pay the same.

Narr

- 2. And for money payable by the defendant to the plaintiffs for goods bargained and sold by the plaintiffs to the defendant.
- 3. And for work done and materials provided by the plaintiffs for the defendant, at his request.
- 4. And for money lent by the plaintiffs to the defendant.
- 5. And for money paid by the plaintiffs for the defendant, at his request.
- 6. And for money received by the defendant for the use of the plaintiff.
- 7. And for money found to be due from the defendant to the plaintiffs, on accounts stated between them.
- 8th. For that the defendant, on the twenty-first day of July, in the year eighteen hundred and seventy-three, by his other promissory note, now overdue, did promise to pay to the plaintiffs four hundred and five dollars and eighty cents ninety days after date, but did not pay the same; and did, also, by his said promissory note, promise to pay to the plaintiffs five per cent. collection fee, if said note was not paid when due, and said defendant has not paid said promissory note, and has not paid said five per centum collection fee.

And the plaintiffs claim \$800.00.

C. V. S. Levy, Attorney for Plaintiffs.

James A. Cundruff }  
(add)  
Rome & Son }

No. 36, Originals May 1, 1878  
No. Trials, kept. Term, 1878.  
In the Circuit Court for Frederick County.