Church and used therewith of which the said John H. Kennard was the owner or reputed owner of Lumber sold and delivered by the said William C. Barber and Samuel H. Barber to the said Jacob T. Kreider as contractor Builder and Architect. Now therefore notice is hereby given in pursuance of said Act of Assembly to all claimants and persons interested to be and appear before said Court on the second Monday of May next to shew cause if any they think fit or have to say why the said sum of money a bond recovered should not be levied of the said Buildings & the rise of the said Wm C. and Samuel H. Barber according to the form of the act of Assembly in such case made and provided.

Samd Hinckes Sheriff
of Baltimore City

And the said John H. Kennard being so forewarned appears in Court by William A. Talbott and Isaac R. Wallis Esquires his Attorneys. And thereupon it is moved by the Court here on motion of the said Plaintiffs by their Attorneys aforesaid that the said defendant reply to the Writ of Scire Facias aforesaid within the ensuing 15 days or Judgment by the Court here will be rendered against him in default thereof. Whereupon the said Defendant by his Attorneys aforesaid defendes the Wrong and injury when &c and pleads in said case the following pleas to Wit.

William C. Barber &c
vs
John H. Kennard

In Superior Court of Baltimore City
And the said Defendant by William A. Talbott & Isaac R. Wallis Her Attorneys

Come and pray a hearing of the Writ of Scire Facias aforesaid and of the return of the said Writ and they are read to them in the words (See same in page) 1st and 3d above

Whereupon read and heard the said Defendants say that the said sum of Money should not be levied of the Building and premises aforesaid because they say that the said Work and materials were not done and furnished and the said sum of Money is not due or unpaid as by said claimants is falsely alleged and of this they put themselves upon the Country.

And for further plea the said Defendants by Leave of the Court had and obtained say that the said sum of Money should not be levied of the said Buildings and premises because they say that the Contract for furnishing and doing the materials and Work in the said claim alleged to have been furnished and done was made with and Architect Builder or other person than the owner of the Lot on which said Building is erected and that the said plaintiff did not in manner and form as by the act of Assembly in such and made and provided give notice of the same and of their intention to claim the benefit of the said alleged Lien and this they are ready to verify.

And for further plea the said Defendants

by Leave of the Court first had and obtained say that the said sum of money should not be levied of the premises and Buildings in said Writ described because they say that no lawful sufficient claim of Lien for said Work and Materials alleged to have been done and furnished was made and filed as by acts of Assembly in such cases required and the they are ready to verify. Wherefore they pray Judgment if the said sum of Money should be levied of the said Building and premises.

Wm A. Talbott
Isaac R. Wallis Atty for defts.

And the Plaintiff by their Attorney Thos Scott Esq. demurs to the Defendants second plea of Jan. 26th 1855 Wm A. Lean and Williams Atty for Claimant.

And thereupon it is moved by the Court here on motion of the said defendant by his Attorneys aforesaid that the said Plaintiff reply to the plea aforesaid of the said Defendants within the ensuing 15 days or Judgment by the Court here will be rendered against them in default thereof. Whereupon the said plaintiffs by their Attorneys aforesaid pray leave of the Court here to imparlance until the second Monday in September next to reply to the plea aforesaid of the said defendant, and to demur is granted the same day is given to the said Defendant also. And now at this day the said second Monday of September to wit in the year aforesaid to wit the said Plaintiff had leave to imparlance to reply to the plea aforesaid of the said Defendant come again into Court here the parties aforesaid by their Attorneys aforesaid. And thereupon the said plaintiffs by their said Attorneys filed in said case the following Replication to Wit

Barbers
vs
Thomas J. Kreider

As to the first plea of the said Defendant the plaintiff doth the like. As to the second plea of the said defendant the plaintiff say that they did give notice to the said Defendant according to the Act of Assembly of their said Claim and of their intent to claim the benefit of their said Lien, and of this the plaintiffs put themselves upon the Country. As to the 3d plea of the said defendant the plaintiff say that their said claim of Lien for said Work and Materials was made and filed as by the Act of Assembly and required and of this they put themselves upon the Country.

M. Leaven Williams for Plff.

And as to the said pleas of the said plaintiffs by them secondly and thirdly above pleaded in reply to the second and third pleas of the said Defendant the said plaintiffs have put themselves upon the Country. The said Defendant by his said Attorneys doth the like. Which issues joined for trying the issues aforesaid within joined it is ordered by the Court here that 20 persons from the panel of petit Jurors returned to the Court here by the Sheriff of Baltimore City aforesaid be drawn by Ballot according to the Act of Assembly