in such case made and provided and thereupon the 24 persons being so drawn by Baker and written upon two Lists one of which said Lists is delivered to the Counsel for the respective parties and the Counsel for each of the said parties having struck off four persons from the said Lists thereupon the remaining 12 persons being called come that is to say Jacob Hess James Nelson John Johnson Toby H Ingleheart Henry Myers Samuel Piper Thomas Conard Luther Hy Robert Boggs Thomas Little George Small Samuel O Garrison who being empannelled and sworn or affirmed to say the truth of the premises upon their oath or affirmation do say as to the first within issue that the said Work and Materials were done and furnished and that the money thereof due and unpaid in manner and form as the said Plaintiff have in their Writ complained against the said Defendants and by pleading have alleged and as to the issue between the parties aforesaid secondly within the jurors aforesaid upon their oath or affirmation aforesaid say that the said plaintiffs did duly notice to the said defendant according to the Act of Assembly of their said claim and of their intention to claim the benefit of their said lien in manner and form as the said Plaintiffs above by pleading have also alleged and as to the issue between the parties aforesaid thirdly within joined the jurors aforesaid upon their oath or affirmation aforesaid say that the said claim of lien of the said Plaintiffs for the said Work and Materials was made and filed as by the Acts of Assembly and required in manner and form as the said plaintiffs above by pleading have also alleged and they assess the damages of the said Plaintiffs by occasion of the premises to the sum of Eighty five dollars and twenty eight cents current money. Whereupon the consideration by the Court here that the said Plaintiffs have their execution against all and singular the premises aforesaid mentioned and described according to the form and effect of the act of Assembly aforesaid for as much as the said sum of Eighty five dollars and 28 cents current money by the Jurors aforesaid in form aforesaid found with interest from the 23 day of October 1855 as the sum of Twenty six dollars and three cents the money by the Court here and the said Plaintiffs in their assent adjudged for their costs and charges by them about their suit in this behalf expended &c

Memorandum Judgment on Verdict for the Plaintiff was rendered in this case on the 25 day of October 1855 for $85.55 the sum found by the Jury with interest from the said 23 day of October 1855 and costs.

Memorandum Before the Jurors aforesaid withdrew from the Bar of the Court here the said Defendant by his Attorney aforesaid filed in Court here the following Bill of Exceptions to Wit.

In the Superior Court of Baltimore City

Barber

Thomas | The plaintiff at the trial of this cause to sustain the issues on his part gave in evidence by Edward Stewart a competent Witness that he was a Clerk of the plaintiff in 1852 3 and 4 that the items charged in the plaintiffs claim filed in this cause were sometimes ordered by Stridler and sometimes by his Hands and sometimes were put on Stridlers Cart. That the charge of the items of 25 May 1854 in the charge Book of plaintiffs is in hand writing of Witness as follows.

J. F. Stridler	(Or McCulloch & Hoffman St		
To 625 ft 3x5 H Pine	26 2/4	$15.63	
	Hauling	37	$16.00

That the Lumber was delivered as charged, he cannot say who ordered the items.

That in the items of 11 July 1854 and 12 July 1854 were ordered as he thinks by Stridler himself and sent by Witness and that the Charge in the Charge Book is in Witness hand writing and is as follows.

J. F. Stridler	(McCulloch & Hoffman)		
To 1080 ft 3x9 Hem	16	1¾	$18.90
	Haul and Sawing	50	$19.40
J. F. Stridler	(McCulloch & Hoffman)		
1000 ft 3x9 Hem	16	1¾	$18.90
	Haul	50	$19.40

The items of Aug 15 Brackets in Question of a new the Materials sent is in Witnesses hand Writing as follows.

J. F. Stridler	(Jacobs	
208 ft 6x4 H Pine	23¼	5.73

Was put on Stridlers own Cart. The item of Sept 10 on the hand writing as follows.

J. F. Stridler	Hoffman & McCulloch		
To 254 ft 3/4 Cedar	2	5.08	
960 " 3x4 Hem	16	17¼	16.80
Hauling & Horses		50	$22.38

Whether not received whether it was ordered by Stridler himself or not - it was sent to the same House. The item of November 17 is in Witness hand Writing as follows.

J. F. Stridler	McCulloch & Hoffman for Andoff		
To 158 ft 4/4 Pine		4¼	6.75
9 " "	"		41 $7.16

The Lumber was delivered to Andoff for Jacob Jones Hands doing Work for Stridler He denies the Articles to be charged at the price mentioned in the Memorandum on the Charge Book.

Stridler was Building three Houses adjoining one of which was Thomas and the other two Edward Palmers.

The plaintiff further proved by said Witness that