hereinafter mentioned the owner or reputed owner for lumber sold and delivered by the said William H Barber and Samuel H Barber to the said Jacob F Kreider as contractor & builder and included of the time at the prices and delivered at the respective times stated in the account herein annexed and filed herewith.

M. Dean & Williams atty for Claimants

Mr. Jacob F Kreider and John H Kimmas
Bill of W Barber & Brother,

1854 May 25.	625 ft	3x5	W Pine	20 2/4	$15.63
			Hauling	37	16.00
July 11	1080 ft	3x9	Hemlock	16 1/4	18.90
			Hauling	37	16.00
July 11	1080 ft	3x9	Hem	16 1/4	18.90
			Hauling	38	19.40
12	1080 ft	3x9	Hem	16 1/4	18.90
			Hauling	50	19.40
Aug 15	208	3x4	W Pine	26 2/4	3.72
Sept 22	254	2 pr	Cullings	2	5.08
	960	3x4	Hem	16 1/4	16.80
			Hauling	50	22.35
Nov 17	159	4 pr	Paling	4 pr	7.16
Oct 25	1500		Locks W P	Back End	37 pr 5.28
					$195.31

Received to be credited 10 day of April 1855 on account day
Received and examined per,
Edward Dorsey clk

Interlocutory that the aforegoing is truly copied from Liber Docket No 9 folio 542 one of the records of the Superior Court

State of Maryland } I hereunto subscribe my name and affix the seal of the Superior Court of Baltimore City this 2 day of Sept 1856
Edward Dorsey clk.

John H Kimmas
vs
Wm C & Barber et al

In the Court of Appeals

It is hereby agreed that a copy of the claim of the appellees may be used in this case as if the same had been inserted in the record for the purpose of avoiding the expense and delay of a bill of exceptions.

It is further admitted that the entire debt between J H Kimmas and Jacob Kreider on payment of the record referred to the same property separately surveyed by Kreider and sold to John H Kimmas and was executed on the day of its date it being the same property sought to be affected by the same lien claims in this case

M. Dean and Williams
for appellees
J J Walls for appellant.

But because the Court of Appeals have not yet advised

what judgment to give of and upon the premises a day therefore is further given to the parties aforesaid with the consent of the said parties by their attorneys aforesaid to come before the Court of Appeals here on first Monday of June next to hear judgment of the court of appeals here of and upon the premises for that the court now here advised are not fit.

And now at this day to wit the said first Monday in June being the first day of the said month in the year of our Lord one thousand eight hundred and fifty seven came again into the court of appeals here the parties aforesaid by their attorneys aforesaid whereupon as upon the record and proceedings aforesaid and the judgment given in June aforesaid as the matters aforesaid by the said John H Kimmas above for error assigned being seen and by the court of appeals here fully understood and maturely deliberated thereupon had for that it appears to the court of appeals here that there is error in the record of proceedings aforesaid and also in the giving of the judgment aforesaid therefore it is considered by the court of appeals here that the judgment aforesaid given in June aforesaid be reversed annulled and held for nought as void. And it is further considered by the court of appeals here that the said John H Kimmas have execution against the said Wm C Barber and Samuel H Barber for the sum of fifteen dollars and forty five cents for his costs in the superior court as also the sum of seventy one dollars and twenty one cents adjudged unto the said John H Kimmas by the court of appeals here for his costs and charges in the court of appeals by him laid out and expended about the prosecution of the appeal aforesaid and that have therefore execution &c.

Test William Spencer clk.