Thereupon day is given as well to the said Andrew McDonald as to the said John Francis Mercer by the Court here until the second Tuesday of May next following

And now here at this day to wit the said second tuesday of May being the tenth day of the same Month anno Domini seventeen hundred and ninety one, comes again as well the said Andrew McDonald by his attorney aforesaid as the said John Francis Mercer by his attorney aforesaid. Thereupon the said Doctor Upton Scott and Thomas Hyde the Referees aforesaid chosen return to the Court here the following Rule to wit

General Court, October Term 1790

Andrew McDonald vs John F. Mercer

Ruled by the Court with consent of the parties that this cause be referred to Doctor Upton Scott, and Thomas Hyde, and if they differ they are to chuse a third person, and on the Award of them or any two of them, Judgment to be entered agreable to Act of Assembly, John Gwinn Cl

I do decline the above reference, May 18th 1791. U. Scott

I cannot act on the above reference, Thos. Hyde, 10th May 1791

Whereupon by consent of the attornies and the parties aforesaid It is further Ruled by the Court here that John Randall, and John Callahan Gentlemen, be appointed Referees between the parties aforesaid, and on their disagreeing, to chuse a third person, and that they or any two of them, when the whole matter concerning the premises between the said Andrew McDonald, and the said John Francis Mercer in variance, being fairly adjusted, have their award in writing, under their hands and seals and return the same to the Court, and Judgment of the Court to be rendered according to such award, and be final between the said parties with power to examine witnesses on Oath by consent of both parties plaintiff and Defendant and their attornies aforesaid — But for that the aforesaid John Randall and John Callahan — referees aforesaid appointed declining to act in the premises, It is Ordered by the Court here that the Issue aforesaid between the parties aforesaid be reinstated. And thereupon the aforesaid Andrew McDonald by his attorney aforesaid, alledging his Declaration in the plea aforesaid against the said John Francis Mercer to be insufficient pray leave of the Court to add new counts thereunto which is granted him according to the form of the act of Assembly in such case made and provided Whereupon the said Andrew McDonald by his attorney aforesaid files in Court here the following count to be added to his Declaration aforesaid

and also files in Court here the following Agreement and accounts to wit Andrew McDonald complains of John Francis Mercer Esq.r one of the attornies of this Court, present in Court in his proper person, for that whereas the aforesaid John Francis Mercer on the fifteenth day of May in the year seventeen hundred and eighty six at Anne Arundel county aforesaid it was agreed between them the said Andrew McDonald and John Francis Mercer as follows to wit, that he the said Andrew should do and perform certain joiners and other work in and about a certain building of him the said John Francis Mercer in the City of Annapolis at the following prices to wit two outside doors six pannels each stuck both sides, at five shillings and three pence per pannel: six inside doors six pannels each stuck on both sides at three shillings and six pence per pannel: three hundred and four sash lights ten inches by twelve at ten pence each: framing, latting, and shingling twenty squares Roof complete at twenty five shillings each, thirty six squares of joisting in three floors at five shillings each, twenty four squares flooring on the first and second floors grooved & tongued in the neatest and best manner to shew no nails in the flooring at twenty shillings each: twelve squares flooring in the Garret plaained and nailed above at eighteen shillings each, base and surbase supposed about three hundred feet at one shilling a foot: inside window shutters supposed for sixteen windows eight pannels to each window at three shillings and six pence each, sixteen window frams complete with stools and pullays fitted in ready to receive the sashes for eighteen pounds Archchaves for eight doors and sixteen windows, supposed eighteen feet each, running measure to be wrought out of the solid at nine pence each: and as to the Chimney pieces and any other work that could not then be ascertained, the said Andrew agreed to execute it in the cheapest, and neatest manner, and the whole of the house was agreed to be done in the neatest manner, in consideration whereof the said John Francis Mercer then and there agreed and promised to pay to him the said Andrew such sum and sums of money as the work aforesaid at the rates aforesaid would amount to, and the said Andrew in fact saith, that in consequence of the agreement aforesaid and the promise and afsumption of him the said John the work aforesaid was actually done and performed by him the said Andrew in the cheapest and neatest manner, and the sum amounted to the sum of one hundred and sixty four pounds eighteen shillings and four pence current money, and the said Andrew also saith that he well and faithfully performed and fulfilled the agreement aforesaid in all things on the part of him the said Andrew to be

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