them the said Robert and William and the said Robert Walsh of and concerning the said Brandy and in case the said John Stricker and John Belmer should differ in opinion then the said John Stricker and John Belmer may choose some third person, upon which the said Robert Walsh afterwards that is to say on the day and year last aforesaid at the County aforesaid in consideration that they the said Robert and William at the special instance and request of the said Robert Walsh assumed upon themselves and to the said Robert Walsh then and there faithfully promised to the said Robert Walsh that they the said Robert and William would well and faithfully perform and fulfil the Award order and determination of them the said John Stricker and John Belmer so as aforesaid to be made on the part of them the said Robert and William to be performed and fulfilled the said Robert Walsh upon himself assumed and to the said Robert and William then and there faithfully promised that he the said Robert Walsh would well and faithfully perform and fulfill the Award order and determination of the said John Stricker and John Belmer so as aforesaid to be made on the part of him the said Robert Walsh to be performed and fulfilled. And the said Robert and William in fact say that the said John Stricker and John Belmer on the twenty second day of August in the year aforesaid at the County aforesaid took upon themselves the burthen of the said award and then and there in due manner made and gave their Award and final determination in writing of and concerning the premises so submitted to them as aforesaid and by the said award did they and there award and order that the said Robert Walsh to choose and that he is bound to take Ninety pipes or Ten thousand Gallons out of the Brandy delivered him by Robert Gilmor and Company and that he ought to give an Indorser as by the agreement submitted to the said John Stricker and John Belmer and which said agreement was acknowledged by the said Robert and William and the said Robert Walsh to the said John Stricker and John Belmer of all which premises the said Robert Walsh afterwards to wit on the day and year aforesaid at the County aforesaid had notice by reason whereof the said Robert Walsh was bound to choose the said Ninety pipes or Ten thousand Gallons out of the Brandy delivered him by the said Robert Gilmor and Company and to give an Indorser according to

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the agreement aforesaid between him the said Robert Walsh and the said Robert and William and acknowledged by them as aforesaid and according to the form and effect of the said award and the said promises and undertakings of the said Robert Walsh so made as aforesaid Yet the said Robert not regarding his said agreement nor his said promises and undertakings so by him in this behalf made but contriving and intending to defraud the said Robert and William hath not yet chosen the said Ninety pipes or Ten thousand Gallons out of the Brandy delivered to him the said Robert Walsh by the said Robert Gilmor and Company nor hath he the said Robert Walsh given an Indorser as by the agreement aforesaid made between the said Robert Walsh and the said Robert and William and acknowledged by them as aforesaid according to the form and effect of the said Award although the said Robert Walsh was thereto requested by the said Robert and William to wit on the day and year aforesaid at the County aforesaid and often afterwards but to choose the said Ninety pipes or Ten thousand Gallons out of the said Brandy delivered him by the said Robert Gilmor and Company according to the said Award of the said John Stricker and John Belmer or to give an Indorser according to the said Award he the said Robert Walsh hath hitherto wholly refused and still doth refuse contrary to the form and effect of the said agreement and the said promises and undertakings of him the said Robert Walsh and the Award aforesaid so made as aforesaid Wherefore the said Robert and William say that they are injured and have damage to the value of Three thousand pounds current money. And Whereas also the said Robert and William on the said twenty seventh day of July in the year seventeen hundred and ninety five and long before and after were joint partners in Trade and Commerce trading under the name and firm of Robert Gilmor and Company; And whereas the said Robert Gilmor and William Bingham were owners of a quantity of Brandy to wit one hundred and two pipes then shipped on board a certain ship called the Ann, and then on her voyage from Bordeaux in France to the port of Baltimore to wit, at the County aforesaid, And whereas on the day and year last aforesaid at the County aforesaid it was agreed between the said Robert and William by the name of Robert Gilmor and Company and the said Robert Walsh that he the said Robert Walsh would purchase of the said Robert and William whatever Brandy they the said Robert and William might have on board the said Ship called the Ann from Bordeaux supposing the quantity Ninety pipes or thereabouts at the rate of one Dollar and fifty cents per Gallon whatever the proof might be provided the said Brandy arrived at the said port of Baltimore

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