afore the damage of the said Robert Gilmor and William Bingham by reason of the non performance of the promises and assumptions aforesaid to the sum of one thousand one hundred and four pounds one shilling and one penny Current money.

Therefore it is Considered by the Court here that the said Robert Gilmor and William Bingham recover against the said Robert Walsh as well the said sum of one thousand one hundred and four pounds one shilling and one penny current money by the Jurors aforesaid in form aforesaid assessed for their damages which they have sustained by reason of the non performance of the promises and assumptions aforesaid as the sum of fifty one Dollars and quantity of three thousand eight hundred and fifty three pounds of Tobacco by the Court here adjudged unto the said Robert Gilmor and William Bingham at their assent for their costs and charges by them about their suit in this behalf laid out and expended; And the said Robert Walsh in mercy and so forth.

Memorandum, Before the Jurors aforesaid withdrew from the Bar of the Court here the said Robert Gilmor and William Bingham and the said Robert Walsh by their Attornies aforesaid filed in Court here the following Bills of Exceptions to wit.

Robert Gilmor and William Bingham
vs.
Robert Walsh

At the Trial of this cause the Plaintiffs gave in Evidence the following Contract entered into by Robert Walsh the Defendant.

Gentlemen

I agree to purchase from you, whatever Brandy you may have on board the Ann from Bordeaux supposing the quantity 98 pipes or thereabouts at the rate of one dollar and fifty cents P Gallon whatever the proof may be provided it arrives here in six weeks from this date. I agree also to give you my note with John Carnes as security, at nine and John Carnes notes payable at three and four months for the amount of the said Brandy the date of the notes to commence from the delivery of the said Brandy.

I am Gentlemen respectfully Your obed. Servant
Robert Walsh

Messrs. Robert Gilmor & Co. Baltimore 27th July 1795

And that the Ship Ann in the said contract mentioned did arrive at the port of Baltimore within six weeks from the (date)

date of the said contract having a cargo of one hundred and two pipes of Brandy on board the property of the Plaintiffs which Brandy was received by the Defendants Clerk according to his directions in his warehouse about the first of August 1795. That the said Defendant after examining the said Brandy refused to comply with his contract aforesaid and in consequence thereof the dispute between the Plaintiffs and the Defendant concerning the said Brandy was submitted to John Stricker and John Holmes and offered in evidence to the Jury the following written submission executed by the Defendant on the twelfth day of August in the same year.

Sir I agree that Col Stricker and Mr. John Holmes should be judges in the dispute respecting the Brandy and in case of a disagreement in opinion between those two Gentlemen that they may chuse a third.

Yours &c
Robert Walsh

Rob. Gilmor Esq.
19th Augt. 1795

And that the said Arbitrators both upon themselves the burthen of Arbitrating between the parties and after full hearing of each party did make an award which award is as follows.

We the Subscribers being called upon to Arbitrate a difference between Messrs. Robert Gilmor & Co. and Mr. Robert Walsh relative to a sale of Brandy by the former to the latter. After hearing the allegations of the parties & considering the contract and all other circumstances relating thereto, do award, that Mr. Walsh do choose and that he is bound to take ninety pipes or Ten Thousand Gallons out of the Brandys delivered him by Robert Gilmor & Co. and that he ought to give an Indorser as per Agreement submitted to us and acknowledged by the parties, Baltimore August 22nd 1795.

Jno. Holmes
John Stricker

The Plaintiffs further offered Evidence that after the said Award was made and delivered to the Defendant the Plaintiffs applied to the Defendant to comply therewith who refused so to do declaring that he would not take any of the said Brandy according to the terms of the Contract first herein stated and the Award herein before stated, and that thereupon the Plaintiffs did inform the said Defendant that unless he took the Brandy according to the said contract and award they would send the said Brandy to public vendue and there have the same sold on his account and hold him answerable for the difference between the price for which it should sell and the sum which by the contract the Defendant was to give for the same, and also that the Plaintiffs did accordingly send the same to

(Messrs.)