the said Plaintiffs were now here in Court and in the possession of the Counsel for the Plaintiffs. The Defendant then prayed the Court to make an order upon the Counsel for the Plaintiffs to produce those Letters for the purpose of having the same read to the Jury as Evidence in this cause. But the Court were of opinion that the whole correspondence on this subject if produced would be received in evidence so far as the same shall be explanatory of the terms of the reference and what was intended to be submitted by the parties, and that if the Plaintiffs counsel will not produce the said Letters from the Defendant to the Plaintiffs the Defendant may give evidence of the contents of the same so far as they relate to the said reference. To which opinion of the Court the plaintiffs by their Counsel except and pray the Court to sign and seal this their Bill of Exceptions according to the form of the Statute in such case made and provided and which is accordingly done this twenty second day of October in the year of our Lord one thousand eight hundred and three.

John Dorsey (Seal)
R. Spriggs (Seal)

Robert Gilmor & Co.
No. 2 against
Robert Walsh

Case

The Court having received Evidence in this cause that certain Letters bearing date on the 17th 18th and 19th of August 1795 respectively passed from the Defendant to the Plaintiffs and from the Plaintiffs to the Defendant relating to the agreement between them for submitting the matter in dispute between them, upon which this suit is founded, to reference; in virtue of which Submission the award in this suit declared upon was made; and the Defendant having on his part produced the said Letters from the Plaintiffs to him, and having proved by the admission stated in the former Bill of Exceptions in this case and also offered to prove by the Testimony of Robert Gilmor Junior who deposed that he had seen those Letters in Baltimore about Ten days ago, and had them in his possession and delivered them over at that time to one of the Counsel for the Plaintiffs that the said Letters from him the Defendant to the Plaintiffs are in the possession of the Plaintiffs Counsel and now in Court here; and the Court having decided that those Letters from the Defendant to the Plaintiffs are proper and competent Evidence to be produced and read in Evidence to the Jury, and the Plaintiffs having refused to produce any, except that

(stated)

stated to have been written on the 19th of August 1795. The Defendant prayed the Court to direct the Jury that if they are satisfied that the Letters from the Defendant to the Plaintiffs of the 17th & 18th of August 1795 do relate to the agreement for submitting the said dispute to reference, and that the said Letters are in the possession of the Counsel for the Plaintiffs and in their power to be produced there, and the same are not produced, that then the Jury may and ought to presume that the same if produced would operate against the Plaintiffs and go to prove that the terms of submission to reference agreed upon between the parties are different from those declared upon in this case by the Plaintiffs, which direction the Court refused to give; to which refusal and opinion of the Court the Defendant by his counsel excepts and prays the Court to sign and seal this his Bill of Exceptions according to the Statute &c and which is accordingly done this 22d of October 1803.

John Dorsey (Seal)
R. Spriggs (Seal)

Robert Gilmor & Co.
No. 3 against
Robert Walsh

The Plaintiffs produced a paper admitted by the Defendant to have been written and signed by him on the 19th day of August 1795 and by him sent to the Plaintiffs and read the same to the Jury as follows, to wit.

Sir I agree that Col. Sticker 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 choose a third.

Yours &c
Robert Walsh
19th August 1795

Rob. Gilmor Esq.

The Plaintiffs also offered in Evidence to the Jury that the said John Sticker and John Holmes did take upon themselves the Burthen of arbitrating the dispute between the said parties; and that the said parties were heard by the said Arbitrators and produced to them their papers and allegations and that on full hearing the said Arbitrators did make and deliver to the said parties an Award, which follows in these words, to wit,

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 chuse, and that he is bound to take Ninty pipes or Ten thousand Gallons, out of the Brandy delivered him by Robert Gilmor & Co. and that he ought to give an Indorsement on the agreement submitted to us, and acknowledged by the parties

(Baltimore)