excepts and prays the court to sign and seal this his Bill of Exceptions according to the Statute &c and which is accordingly done the 22nd of October 1803.

John Dorsey (seal)
Rt. Spragg (seal)

Robert Gilmor and William Bingham against Robert Walsh

In the Trial of this cause the Plaintiffs to support the Issue on their part gave in evidence to the jury the following Agreement.

Gentlemen

I agree to purchase from you, whatever Brandy you may have on board the Ship from Bordeaux, supposing the quantity 90 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 Ganere as security, at nine and John Ganeres 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, Your obdt Servant
Robert Walsh

Messrs Robert Gilmor & Co.

Baltimore 27th July 1795

And also the following Letter from the Defendant to the Plaintiffs dated the 17th August 1795.

Gentlemen

When I agreed to purchase the Brandy which you should receive by the Ship Ann, at the rate of one dollar and fifty cents p Gallon, it was intended by Mr Gilmor and myself, that it should be of the quality generally received from Bordeaux, and called Bordeaux Brandy; that the quantity was about Ninety pipes; and under an assurance from Mr Gilmor, that no more Brandy would arrive in the Ship, but that which was consigned to your House, to wit, the Ninety pipes, and a small quantity of Cognac, which Mr Gilmor had ordered for his own use, and the use of two other friends, I therefore calculated, that the amount, in money, of the purchase would be from fourteen to fifteen thousand dollars, counting the Guage of the Bordeaux pipes, as usual, not more than one hundred to one hundred and ten gallons, and had prepared an Indorser for my notes accordingly. Being in Philadelphia when the Ann arrived and the Brandy landed, it was received at my Warehouse, on my return home, two or three days after it was landed, and on examining it, I found the quality not Bordeaux

(Brandy)

Brandy. The quantity about one half more than was expected; and about Fifty pipes of Brandy offered for sale in the Town, in other hands, which were imported in the Ann. I therefore inform you that I do not hold myself bound to purchase, because, the quality is not Bordeaux Brandy. The quantity is much more than I counted upon, or had a right to count upon; and because a considerable quantity has been imported in the Ship, and put into the Market, more than received by your House.

I am Gentlemen, respectfully, your obedient Servant
Robert Walsh

Messrs Robert Gilmor & Co.

Baltimore 17th Aug. 1795

And also the following Letter from the Plaintiffs to the Defendant dated the 17th August 1795.

Mr Robert Walsh

Baltimore 17th August 1795

Sir

I received your note of this morning and observe the new ground you have taken for a reason for not complying with your contract. It will answer no good end for me to enter into a discussion with you on the business, as it is not probable that I would tend to a settlement of it. You are as a man of honor and a Merchant bound to abide by your contract, unless you can shew such reasons as will justify a noncompliance. Those now adduced appear to me totally inadequate to this purpose. There is then but one course left, which is to lay our several pretentions before indifferent men and to abide by their determination. If you agree to this, let two men be named they choosing a third, and let us enter into Bond for abiding by their award. Let me have an answer as early this morning as convenient, as I want the business terminated without loss of time, that something may be immediately done with the Brandy.

I am Sir, Your most Obt
Rob. Gilmor

And also the following letter from the Defendant to the Plaintiffs dated the 18th August 1795.

Sir

In your note of yesterday you say I have taken a new ground as a reason for not complying with my contract, and that as a man of honor and a Merchant, I am bound to abide by my contract unless I can shew such reasons as will justify a non compliance and that to you, those adduced appear totally inadequate to the purpose, and you observe, that there is but one way left, which is to lay our several pretentions before indifferent men and to abide by their determination; and if ~~you~~ I agree, to let you know, that two men may be named, and that we enter into Bonds for abiding by their award. In answer I observe

(that)