between Messrs Robert Gilmor &c 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 the circumstances relating thereto, do award, that Mr Walsh do chuse, and that he is bound to take Ninety pipes or Ten thousand Gallons out of the Brandy delivered him by Robert Gilmor &c and that he ought to give an Indorser as per Agreement submitted to us and acknowledged by the parties

Wm Holmes
John Stricker

Baltimore August 22d 1795

And thereupon the Counsel for the Plaintiffs prayed the direction of the court to the Jury that the said award was authorised by the said submission and within the terms of the same,

But the Court were of opinion that the Terms and Stipulations between the parties, on which their matters in dispute were to be submitted to reference are matters of fact to be determined by the jury on Evidence adduced to them, and accordingly refused to give the direction prayed for by the Counsell of the Plaintiffs. To which opinion and refusal of the Court the Plaintiffs by their counsel excepts and pray the court to sign and seal this their Bill of Exceptions according to the Statute &c and which is accordingly done this twenty fourth day of October in the year of our Lord one thousand eight hundred and three.

John Dorr (seal)
Rd Spurrier (seal)

Robert Gilmor and William Bingham against Robert Walsh

In this Case the Plaintiffs read in Evidence to the Jury an agreement entered into with the Plaintiffs by the Defendant for the purchase of a certain quantity of Brandy.

Gentlemen I agree to purchase from you whatever Brandy you may have on board the Ann from Bordeaux supposing the quantity 90 pipes or thereabouts, at the rate of one dollar and fifty cents pr 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 Carnan as security, or mine and John Carnan's 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 obedt Servant
Robert Walsh

Messrs Robert Gilmor &c

Baltimore 27th July 1795.

And also offered Evidence to the jury that the said Brandy arrived at the port of Baltimore on or about the first of August 1795 and was by the Plaintiffs in the absence of the Defendant sent to his Warehouse and there received by the Defendants clerk who acted under his orders; That upon the Defendants arrival at Baltimore one about the 10th of August 1795, he refused to take the Brandy and pay for the same pursuant to the said agreement. That inconsequence thereof a dispute arose between the Plaintiffs and Defendant which they agreed to refer to John Stricker and John Holmes and entered into the following agreement

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

Robt Gilmor Esq.

19th Augt 1795

That in virtue of this agreement the said Arbitrators took upon themselves to Arbitrate the said matter in dispute and having heard the allegations of the respective parties did make an award in the premises

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 bounld to take Ninety pipes or Ten thousand Gallons out of the Brandy 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 22d 1795

Wm Holmes
John Stricker

Which award made out in duplicate was delivered one to each of the parties, The Plaintiffs then offered in Evidence to the jury that they demanded of the Defendant on the 10th day of October 1795 whether he the Defendant would retain the Brandy so delivered to him by the Plaintiffs on the terms of the contract between them above stated and the Award above stated and the Defendant said he would not, that he had never considered the Brandy his and that the Plaintiffs might have it whenever they chose, The Plaintiffs then told him they would take the Brandy away on Monday but that if on a resale any loss should arise the Plaintiffs should consider the Defendant as responsible and act accordingly, The Plaintiffs then proved that on the 12th day of October 1795 the Plaintiffs drew an order in writing on the Defendant to deliver