the said Brandy to Yates and Campbell.

Baltimore Oct. 12th 1795

Sir

You will deliver Messrs. Yates and Campbell the 101 pieces of Brandy and you will account with me for the piece that was stayed. My son Robert will call upon you to day or tomorrow for that purpose.

I am
for R Gilmor & Co.
Rob. Gilmor

M. Walsh

That in pursuance of the said order the said Brandy was delivered on the 12th October 1795 to Yates and Campbell and by them sold at public auction by order of the Plaintiffs on the 16th October 1795. The Plaintiffs then produced and offered to read to the jury a paper purporting to be the original bill or Memorandum upon which was entered the different casks containing the said Brandy and upon which the entries were afterwards made that were transferred on the Books of Yates and Campbell, the persons to whom the same were sold by Yates and Campbell as aforesaid, and the prices at which the same were sold, and proved that the same was made out in the hand writing of one Patrick who at that time acted as clerk to the said Yates and Campbell and he being present at the said sale made out the same by their order, and that the said Patrick was now dead; to the reading of which paper to the jury the Defendant objected because the same was not legal, competent or admissible Evidence to the jury in this cause; which objection the court overruled and were of opinion that the same was legal and competent evidence in this cause and admitted the Plaintiffs to read the same to the jury and the same was accordingly read. To which 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 24th of October 1803.

John Done (seal)
Rd Spragg (seal)

Robert Gilmor and William Bingham
against
Robert Walsh

Case

At the Trial of this Cause the Plaintiffs offered in evidence to the jury that the said Robert Walsh did on the twenty seventh day of July in the year of our Lord one thousand seven hundred and ninety five enter into a contract with the Plaintiffs which contract follows in the words and figures following, to wit,

Baltimore 27th July 1795

M. Robt. Walsh

Sir

Agreeable to our promise, we now conclude

on selling you whatever Brandy we may have on board the Sun from Bordeaux upon the terms you proposed, that is, you are to pay us at the rate of one dollar and fifty cents ⅌ Gallon for the whole, which we estimate at ab. 90 Pipes (exclusive of some old Cognac we have on board which is not meant to be sold) whatever the proof may be, provided the Ship arrives in six weeks from this time, on the delivery of the Brandy you are to give us your & M. J. Carrere's Notes for the whole at three and four months from the commencement of the delivery.

Your agreeing to the preceding terms will be Binding on

Sir
Your most Obt.
Rob. Gilmor & Co.

Gentlemen

I agree to purchase from you whatever Brandy you may have on board the Sun from Bordeaux, supposing the quantity 90 Pipes or thereabouts at the rate of one dollar and fifty cents ⅌ Gallon whatever the proof may be, provided it arrives here in six weeks from this date. I agree to give you my note with John Carrere as Security, or mine and John Carreres 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 obd. Servant
Robert Walsh

Messrs. Robert Gilmor & Co.

Baltimore 27th July 1795

And that the said vessel mentioned in the contract did arrive at the port of Baltimore within six weeks from the date of the said contract having on Board thirteen thousand and twenty five Gallons equal to one hundred and twenty four pipes of Brandy which Brandy was in the absence of the Defendant received in his Ware house by his clerk according to directions given by the Defendant.

The Plaintiffs further offered in Evidence the following Letters which passed between the Plaintiffs and Defendant

Gentlemen

When I agreed to purchase the Brandy which you should receive by the Ship Sun, at the rate of one dollar and fifty cents ⅌ Gallon, it was intended by Mr. Gilmor and myself that it should be of the quality generally received from Bourdeaux, and called Bourdeaux 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 old 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