determine whether this in question, is Bordeaux or Straight Brandy, either of these gentlemen could very readily discover that this Brandy is not as good as they are accustomed to use, but not being in habits perhaps of observing nicely, the different the qualities, would be at a loss to give you a name,

I therefore object to either of these gentlemen; and propose for your choice of one, three Gentlemen dealers in the article, they are Mr. John Holmes Col Sticker and Mr. Engelhard Yeiser

Yours &c
Robert Walsh

Robert Gilmor Esq.

19th August 1795

Baltimore 19th Aug. 1795

Sir

I cannot believe that you will refuse to comply with your own engagement, provided indifferent men say you ought, however you will do in that as you think proper, I have no objection to any of the Gentlemen you have named, and therefore name Col. Sticker, as you have named the whole of them, I suppose you can have no objection to Mr. Holmes being the thes, If this is agreeable let them be requested to serve to day and they may meet on the business tomorrow.

I am Sir Your most obedt.
Rob. Gilmor

And the submission to the Arbitration of John Sticker and John Holmes, 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 chuse a third.

Yours &c
Robert Walsh

Robt. Gilmor Esq.

19th Aug. 1795

The Plaintiffs then gave in evidence to the jury that the said Arbitrators took upon themselves the burthen of arbitrating the dispute between the Plaintiffs and Defendant, and after hearing the allegations of each party made the following award, 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, that he is bound to take Ninty 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 do and acknowledged by the parties, Baltimore

August 22. 1795

Jno. Holmes
John Sticker

And that the same was duly delivered to the said parties And the court having previously directed the jury that by the said Award the said Defendant was bound to take Ninty pipes or Ten thousand Gallons of the said Brandy, The Plaintiffs by their Counsel prayed the opinion of the court to the jury, whether, supposing no part of the said contract was submitted to the Arbitrators aforesaid, except whether the said Defendant should take any and what quantity of the said Brandy, The Defendant was in consequence of the said Award entitled to take the same, without complying with the terms of the said Contract, And thereupon the court was of opinion and so directed the jury that under the said Award the Defendant was at liberty to keep the said Brandy without complying with all the terms of the original agreement herein recited. To which opinion and direction 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 Statute &c and which is accordingly done this 25th day of October in the year eighteen hundred and three.

Rd. Spragg (Seal)

The Plaintiffs having offered in Evidence to the jury that on the tenth day of October in the year one thousand seven hundred and ninety five being Saturday, the Plaintiffs called upon the Defendant and demanded of him whether he would retain the said Brandy so delivered into his warehouse as above stated on the terms of the Contract first above stated and the Award above stated, to which the Defendant replied that he would not; that he had never considered the Brandy as his, and that the Plaintiffs might take it away whenever they pleased. That the Plaintiffs then told the Defendant that they would take away the Brandy the next monday and if on a resale any loss should arise they the Plaintiffs should consider the Defendant responsible and act accordingly, To which the Defendant made no reply. The Plaintiffs then proved that on monday the twelfth day of October seventeen hundred and ninety five they drew an order in writing for the said Brandy on the Defendant in the words following, to wit.

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 price that was stated. My son Robert will call upon you to day or to-morrow for that purpose. I am for R. Gilmor & Co.
Rob. Gilmor

Mr. Walsh