answer (for which the bearer will call after Dinner) will oblige

Sir your most Obedt.

Mr. Robert Walsh — Rob. Gilmor

Sir I repeat that, if it is judged that I shall be obliged to keep the Brandy or any part of it, which I think scarcely possible, I will offer you no Indorser. I do believe that neither Gen. Smith or Mr. Patterson would act on this occasion, as I suppose they would consider themselves not conversant enough with Brandies, to determine whether this in question, is Bordeaux or Nantes 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 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 Stricker and Mr Engelhard Yeiser

Yours &c

Robert Walsh

Robt Gilmor Esq.

19th Augt. 1795.

Baltimore 19th Augt. 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 Stricker, as you have named the whole of them. I suppose you can have no objection to Mr. Holmes being the other. 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

Mr Robt. Walsh — Rob. Gilmor

And the Submission to the Arbitration of John Stricker and John Holmes.

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 these two Gentlemen that they may chuse a third

Yours &c

Robert Walsh

Robt Gilmor Esq.

19th August 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, and that he is bound 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.

Jno Holmes
John Stricker

And that the same was duly delivered to the said parties. And thereupon the Plaintiffs by their Counsel prayed the opinion of the Court and their direction to the jury, that supposing no part of the said contract was submitted to the said Arbitrators, except whether the said Defendant should take any and what quantity of the said Brandy. In that case the Defendant by the said Award was bound to take Ninety pipes, or Ten thousand Gallons of the said Brandy, but at the same time was not by the said Award entitled to take the same without complying with the terms of the contract as to the price, the times of payment and the manner in which the payment was to be secured; which opinion the Court refused to give; whereupon the Plaintiffs by their Counsel except, and pray the Court to sign and seal this their Bill of Exceptions according to the Statute in such case made and provided; and which is accordingly done this twenty fifth day of October in the year of our Lord one thousand eight hundred and three.

Rd Spring (Seal)

And the Plaintiffs having offered in Evidence to the jury that on the tenth day of October in the year of our Lord 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 decrease 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