

MARYLAND GAZETTE.

T H U R S D A Y, D E C E M B E R 7, 1786.

[Continued from our last.]

To GABRIEL DUVAL, Esquire.

S I R,

SUPPOSE this proof had been given to a chancellor, would he have hesitated to declare the purchase void? But you say, I never sought for information, but determined upon ex parte evidence against the state. You know I went to the land, examined with the surveyor its location by the plots, and took every measure in my power to obtain true information; I found that the facts sworn to by the witnesses must be true, for that it was impossible to lay down the lands according to the plot you sold by, so as to suit any probable idea of purchases having been made agreeably to it. The thing was so evident upon actual survey, that it proved itself. But you allege, that the preamble of the act states, that the purchasers suggested the lands appeared upon actual survey to be different in soil, situation and improvements, from what appeared on the plot used by the commissioners, and that this being the suggestion, and the act being grounded on it, "I ought to shew, that in every instance, where the sales were set aside, the lots were totally different in soil, situation and improvements, from what appeared upon the old plot;" and you aver, that there was no description of soil or improvements on the old plot. What a miserable quibble on words is this! In a settled part of the country, it is not supposable that the soil and improvements, on any different portions of ground, are so exactly similar that there is no choice between them. If the land upon survey is shewn to lie entirely different from what was declared, the other differences will follow of course—but there was no description of soil or improvement on the plot; it would be strange if there should be. Plots are not often made to shew the quality of the soil, or the nature of improvements on the land, but are intended only to delineate the extent of grounds; but there were improvements on the land, and there were differences of soil—these were objects of sight and examination. Now, when a man was told that lot No. 1, for instance, contained such improvements,—or described such a settlement, a person inclined to bid would examine the improvements and soil, and if he liked them, would give a good price for them. Would it be a satisfactory answer to a purchaser who bid under the impression, that he should have a right to the improvements and soil said to be included in lot No. 1, and which were not included on making the experiment,—that there was no description of soil or improvements on the plot? He would justly answer, you informed me, that the lines by which you sold took in such a plantation, and supposing you told the truth, I could myself see the improvements and soil; but now your lines run quite different from what I was told, and leave out the very soil and improvements which induced me to buy; and therefore you have deceived and will injure me, if you compel me to pay for a different thing from what I bought. According to your subtle distinction, the purchasers could only be relieved, if the soil and improvements upon actual survey were found to be different from the soil and improvements described on the plot, and as every one knew there was no description of soil and improvements on the plot, no relief in any case could be had—this would have been adding mockery and insult to injury—and if an act had passed upon such principles, the legislature would have been liable to the reproach, which is now justly due to you, for perverting the plain meaning of a law, made for the purposes of justice. The obvious meaning of the act is, to authorise the intendant to inquire, whether the purchasers could by pursuing the plot used at the sale get the property which they really bought, and if they could not and chose to relinquish their bargains, to declare the sales void and to reset the property.

The assembly in this their direction acted as I conceive exactly agreeable to the rule which would have been adopted by a chancellor, if the subject had been submitted to him. For if a man, who is supposed to know the extent and limits of his property, sells it to another, at the same time describing its limits and the improvements on it, and afterwards upon trial, it is found that the land lies in an entire different position, leaving out the soil and improvements which were the objects of purchase, I believe no person in the least acquainted with the rules of justice would say the purchaser should be obliged to take the property, so differently circumstanced from what he was led to suppose, at the price stipulated for the property intended to be bought.

You agree it was right to release Mr. Hollyday and Mr. Sullivan from their purchases. Were the soil and improvements on their lots, described on the plot? Your rules of construction depend on the man upon whose case they are to be applied, and are not at all governed by the subject to be decided on; and I have no doubt, but you would have determined according to these excellent rules, had the power been given to you. The purchasers, it seems, did not blame the commissioners, that is, they did not charge them with wilful deception. They certainly could not have done this upon just grounds, because it appeared, the commissioners were themselves deceived, or rather that they knew nothing about the matter. But this can make no difference in the case now in debate, for it is of no consequence to the purchasers, whether the commissioners acted from ignorance or design, the injury was the same in either case, and therefore the relief ought to be the same. If there be any case where a resale was ordered by me which you think was not justifiable, point it out, that the circumstances may be examined, and the case fairly determined. You choose to deal in generals, like most men who are afraid to venture a fair argument on any particular case. Who is the man that did not choose to have his purchase vacated, and still holds the property bought, notwithstanding a resale was ordered? What witness has sworn to facts, that it was impossible for him to know were true? What purchaser, except Mr. Hollyday (whose case was ultimately left to your decision, and which was not determined agreeable to terms held out to him in my letter to him before referred to,) retaining the most valuable part of the property bought, and was permitted to relinquish the least valuable? Let us have pointed answers to these queries; state all circumstances fully; and let the cases, you particularly refer to, be examined, before any inference is made to my disadvantage. It is the most easy thing imaginable to surmise, but it is not so easy to prove. If you will state particulars, I shall then be able to detect you, but while under the cover of vague intimations, it is impossible to fix you to any point. You refer to one sale as improper to have been set aside, because, as you say, "the objection by the person liable to pay was, that there was more marsh than the lot was supposed to contain; and at the sale the probable quantity only of upland or marsh was stated by the commissioners; that the proprietor, when the sale was set aside, was not the first purchaser, but had given a considerable premium to the first purchaser; and that he had committed damage to the lot by using the most valuable timber on it." This case, though no name is mentioned, I presume, points at the purchase which was held by Salathiel Fitchet, when the sale was set aside. A short state of this case, with a few remarks upon it, will shew how groundless your charge is, and will serve as a specimen, both of your candour in stating facts, and of the justness of your reasoning from them. The lot alluded to was, I am informed, sold to one Roger McCallister, who did not bond and run away, and George Bonwell gave bond for the purchase money; Fitchet bought the property for a higher price than it sold for by the state, all parties supposing the land lay as pointed out by the commissioners at the sale. Fitchet used the land, and got timber from it, and supposed he had made a good purchase; but when the land was actually surveyed, according to the plot used by you, it was found that it lay so very differently from what was declared by the commissioners at the sale, and from what Fitchet understood, and the quantity of marsh was so far beyond what even the latitude of probable quantity would warrant, that this man, although he had paid a premium for the purchase, and had put improvements on the land to the value of £.125, (as appraised by Mr. Kirkman and Mr. Darby, who were by you appointed for the express purpose,) yet he was willing to lose the whole, rather than retain the purchase; this case is referred to in the deposition of Richard Standford, the vendue-master, by description of lot No. 6.—Your first reason against setting this sale aside is, that the probable quantity of each kind of soil was only mentioned by the commissioners. This is contradicted by the oath of the vendue-master above referred to, and he, I presume, knew the description by which he sold the land, but suppose your word is to be taken before his oath, which certainly will not be done by any person the least acquainted with either, yet, I conceive, when the quantity of unprofitable ground so far exceeds what any man would have had an idea of, if only the probable quantity was mentioned, that it was just cause for setting the sale aside; a few acres more or less would have made no such difference as would

have justified a vacation of the sale; but when the quantity of unprofitable soil is double what was declared, it becomes a matter of consequence to the purchaser. Your second reason is, that the holder, when the first sale was set aside, was not the first purchaser; this makes no difference in the case, unless it be shewn that the holder purchased after it had been found by actual survey that the land lay differently from what was supposed at the first sale. In the present instance, the purchase made by Fitchet was before the actual survey of the manor, and under an impression that the land lay as described by you; and it will be difficult to shew any rule of justice or common sense, which will prove, that because a man has agreed to pay more than the first purchaser engaged for, that therefore he shall not be entitled to the same relief that the man from whom he purchased would have been entitled to. I have always understood that a fair purchaser was entitled to every benefit which the person from whom he purchased could justly claim. But according to your logic, a man loses the benefits which could be claimed by the person from whom he purchased, because he pays more for the property than was paid by the seller. One would suppose, that the circumstance of paying a higher price, if it was to have any influence on the case, ought to confer additional privileges, instead of causing a diminution of them. You will reply, that is measuring the subject by the rule of right, which is the old unfashionable method of determining questions, and which you have for some time discarded as altogether unfit for your purposes.

Your third reason is, that the man had cut down and used timber from the land; he had done so; and you knew that he gave bond to account for the damage and rents, that the waste was valued by the above-named gentlemen appointed by you, and that as the man had made improvements to a far greater value than the damage amounted to, as appears by an account stated by you now in my possession, you set the improvements against the damage and part of the rents, and make a balance of £.45 due the state, the justice of which balance depends on ascertaining the person mentioned as a life in a lease. Why did you suppress these facts? A person having done damage on the land is no cause for not setting aside a sale: for the very act authorising the intendant to decide on this subject supposes, that purchases may properly be set aside, although damages have been done to the property, because the third section of the act directs, "that if any of the said purchasers elect to be released from his purchase, hath had the use and possession of the said land, or hath committed waste or damage thereon, and hath not paid to the state interest equivalent to such use or damage, that the intendant shall have power and authority to settle the value of such use or damage with the said purchaser, and if they cannot agree, to appoint indifferent persons to settle the same; the value of which use or waste shall be secured by bond, and paid to the treasurer of the eastern shore, and the power hereby vested in the intendant, to declare the sale void, shall only be exercised upon the purchaser agreeing and entering into bond to the value of the use or damage aforesaid settled as herein directed."

The land above referred to sold at the first sale for £.3 8 6 per acre, at the second sale it was connected with two other lots, to wit, No. 5 and 6, in the last plot laying from the water, in the whole containing 718 acres, when so connected sold at £.3 1 3 per acre, whereas, had the back lots been sold as originally laid out, I am credibly informed they would not have sold for any thing like half the money per acre; it cannot therefore be fairly said, there was any loss to the state from vacating this purchase.

If I could be ascertained of your other cases they would receive as satisfactory an answer as that which I have particularly stated.

To reconcile those who employed and have paid you, to your deviation from the direction given to the commissioners by law, that is, to lay off the lands to be sold in convenient parcels, which implies, that surveys were to be made, you have most fortunately thought of the critical situation of our affairs in the year 1781, and of your great exertions to support the credit of the red money. Now, with every disposition to give all due credit to your wisdom in supposing, that sudden sales of property made upon bond, payable in three succeeding years, would in time of danger give credit to a money depending for its redemption on the success of the American cause, I cannot agree that your actions perfectly correspond with this theory. But we are now upon the subject of Nanticoke manor, and cer-

tainly the impression of danger must have lasted beyond all reason, to have governed you in making sale of this property, without knowing what you were about. However critical our affairs might have been in part of the year 1781, you must remember, that by the capture of the enemy's army at York, on the nineteenth day of October, 1781, the British power in America was laid prostrate, and victory was declared on the side of our country; this was above three months before your sale of Nanticoke manor. From what quarter did such imminent danger arise during all that time and for what great purpose were your useful talents so much on the stretch of exertion, that you could not have this property laid off in convenient lots; a work which, with the assistance of a surveyor, would not have required a fortnight to perform. It will never do to tell us, it was necessary to make random sales of property to support the credit of the red money in January 1782, because we all remember that at that period the war was considered as decided in our favour, and the event proved, that the general opinion formed upon the surrender of York was just.

You suggest that you could have no improper motive to make this precipitate sale, because the act giving you a commission did not pass until the sale began, and as you were under the impression of being entitled to a per diem allowance for this service, it cannot be supposed you wittingly made the sale in an improper manner. What impressions you were really under I cannot pretend to say, but it by no means follows that you were under the impression of receiving a per diem allowance, because the act passed after the sale began. The allowances to the officers of government is a subject pretty much canvassed, and how the matter will be settled is generally known long before the act passes, wherein the establishment is finally made. But in discussing every part of the subject in dispute between us, you are constantly shifting the question from its true grounds. If I was charging you with delinquency which ought to be punished, it might be material to prove that your intention was clear of blame, and that if you did blunder, it was without intending to do so. But in the present case we are not considering whether you deserve punishment, but whether you are entitled to reward. And to determine this question properly, it is only necessary to know whether you have effectually done the service for which the reward was intended to be given. If you have done the service properly the reward is due of course; if you have not done the service in such manner that those who employed you can derive the intended benefit from it, then you are not entitled to the reward, and it is altogether immaterial what is the cause that the business was not properly done, whether criminal design or blameless ignorance. Suppose a man employs an agent to take a bond for him from his debtor, and for this service he engages to pay two per cent. on the sum for which the bond shall be taken; the agent with all purity of intention takes the bond in such manner that the principal can never compel payment on it. Will the agent, by telling the principal that he was innocent in intention and had no motive to err, persuade him that this was a good reason for his being obliged to pay two per cent. when he was in no better situation by the acts of the agent than if he had never acted at all? Supposing you to be innocent in intention, this is exactly your case, for the state, as to the sales where purchasers were deceived, was not in the smallest degree benefited by your acts; and if a reward is paid, it must be for your innocence of intention, and not for any benefits derived from your agency. You have endeavoured to throw upon me the blame of losing two thousand pounds to the state by directing the resales of Nanticoke manor; this, if true, is not connected with the question respecting your right to commission, and is thrown out to divert the attention from the subjects of our dispute. But this charge like all your others is suggestion contradicted by the fact; the following is a true state of the first and second sales.

The first sale of Nanticoke manor	10661	7	3
Second sale	7359	12	10
Not vacated of the first sale	1596	13	9
Sold by the intend- dant, part claimed by Pritchett Willey, 140 acres	250	0	0
Lands sold by the com- missioners belonging to Mr. Steel and Mr. Be- craft, included in lots No. 4 and 9	212	10	0
Two lots in Vienna, No. 21 and 22, sold in the first sale to Sul- livane and Smoot, and not sold in the second sale, as I am informed	623	0	0
One ditto No. 23, pur- chased by Mr. Hugh M'Bride, and not sold at second sale	176	0	0
			10217 16 7

Difference between first and second sale 443 10 8

You admit the sales to Mr. Hollyday, Dr. Sullivan, and those whose lands lay within Pritchett Willey's survey, ought to have been set aside, and you know that the losses sustained on the resale of

Mr. Hollyday's lots, and of one of Dr. Sullivan's amounted to 631 5 10

To refresh your memory I will here state them.

The first sale to Mr. Hollyday of lot No. 3, containing 155½ acres, at 4 4 6,	
second sale to Mr. Steel, including lot No. 3, sold for £.3 per acre	180 9 9
To ditto lot No. 11 and lot No. 13 by the first survey, sold at first sale at 2 7 6 and 1 9 6, at the second sale to Thomas White at 10/6, and to George Brown 1 0 6, difference	397 17 1
On Dr. Sullivan's purchase of lot No. 4, first survey 459½ acres, at 2 2 6, 79½ of which resold to Mr. Steel at £.3 per acre; 283 acres to Dr. Wheeland at 1 7 6; and 97½ to Richard Waters at £.3 1; the occasion of the last selling so high was by connecting it with a water lot	52 19 0
	631 5 10
From which deduct the above sum	443 10 8
Gain	187 15 2

There are also parts of lots in Willey's and other claims sold at the first sale and not sold at the second, which I have not taken any notice of, and that on the other sales which you say ought not to have been set aside there was gain to the state by the second sales, and yet you charge me with being the cause of the loss of £.2000 to the state in the management of this property. You suffer that disposition of yours which delights in calumny to run away with you, so violently, that it will not give you time to examine before you charge. After urging your intention so forcibly to entitle yourself to commission, and supposing it ought to have such decisive influence upon the question, one would have thought, when you were giving a construction to my conduct, you would have asked yourself, what motive had he to set aside the sales without cause; this never occurred to you when deciding upon my case.

Having followed you through your various windings upon the sales of Nanticoke manor, which seems to be the point upon which you make the most obstinate stand, and having shown, that according to your own principles and admissions, you have no pretence of claim to commission on such of the first sales of this property as was set aside: It follows that at least the sum of one hundred and sixty-four pounds, specie, commission charged for this pretended service ought to be deducted from your account. Permit me now to examine the other resales, and to give the reasons which induced me to direct them. The several instances in which resales were ordered are mentioned by you; all the sales, except that to Charles Ridgely, and company, were set aside, because of the insolvency of the purchasers; every inquiry was made by me to gain true information respecting their circumstances, and it appeared clearly from the inquiry, that they were not able to pay the sums with which they were charged for property sold them by you, and therefore I thought myself bound, under the act to consolidate the funds, &c. to set them aside. The persons and their circumstances are well known. You do not pretend that any of them were able to pay except Mr. M'Callister, who, as you have heard, is a man of property in North-Carolina, and suggest, that suit ought to have been brought against him in his own state. I have received very different accounts of his circumstances, but were they ever so flourishing, I believe no sensible man would have thought I acted prudently in prosecuting a suit against him in North Carolina, rather than resell the property. All the property which you have mentioned and above referred to, sold for far less at the second sale than it did at the first sale; and I think the commissioners may be justly charged with the difference, because lost by their neglect of duty.

Seven lots of land, the property of the Principio company, were sold to Robert Long for £.12294 10. For a considerable part of this property, Mr. Washington and Mr. Hughes, gentlemen of known ability, had bid sums of money not far short of what it was sold for to Mr. Long. The law, under which this property was sold, directs that bond and security should be taken immediately: Mr. Long did not give bond according to the terms of sale; the commissioners neglected complying with the injunction of the law, to take bond and security immediately: the business is suffered to remain in the unsettled state, and the company at the sale separate, and then the purchaser seeing, that he had reduced the commissioners to the situation of impliedly acknowledging they had neglected their duty in the first, by advertising a second sale, or of waiting his time to give bond, starts difficulties, sets up claims, and gives no bond. How easily would all this have been avoided, if the commissioners had thought proper to have obeyed the directions of the legislature; and if the desire of the commissioners to promote the interest of the state had been as earnest as you would have us believe it was, they would have been as attentive to secure the payment of the amount of the sales to the state, as they were to charge commission on them. When sales were to be made the commissioners were all alertness, and had no disinclination to partake in any good bargains that were going, but as soon as the sales were over, and as they thought their commission earned for which the state stood chargeable, they seem to have forgot the most

material part of this business to the state; that is, securing the amount of the sales in such manner that they could be certainly recovered. In the instance just mentioned, immediately after the sale, the commissioners ought to have required a bond with proper security from Mr. Long, if he refused or neglected to give it, they ought to have set up the property again, while the company were still at the place of sale. Had they done this, Mr. Washington or Mr. Hughes would have bought it, and would have given bond for a sum nearly equal to that which was bid by Mr. Long. Upon a resale of this property being ordered, you sold it (without giving four weeks notice in the Baltimore newspapers agreeably to law) to the same person who had before purchased, and was supposed unable to pay, for the sum of £.5538 2 6. The commission on the first sale amounts to £.307 7 3, specie, and on the second sale to £.138 9 0, specie, together £.445 16 3, specie, more than eight per cent, on the nominal sum for which bond was taken and lodged in the treasury, and fourteen per cent on the actual value of that security, calculating depreciation certificates at seventy five per cent. The same reasoning and objections to your conduct, which have been used in the particular instance above mentioned, are applicable to most of the other cases of resales of the property referred to, the whole amount of the sales for which bonds have been taken for the property first sold to Messieurs Adams, Coxall, Young, M'Callister, and Vanhorn, is £.2277 10 6, payable in the year 1790, the commission on the first and second sales is £.216 7 7, paid in cash, nearly ten per cent.

The legislature, for the most obvious reasons, direct the commissioners to take bonds for the property sold immediately, they neglect this necessary direction, and when the fatal consequences of the omission, which were foreseen by every body but the commissioners, are felt by the state, you now tell us that they acted from the best motives of regard for the interest of the state, and that they suffered the matter to remain unsettled, hoping, according to their usual sagacity, that the purchasers would grow more anxious and more able to give bond and security, as the money which was to be paid for the property grew more valuable, and the time of payment became shorter, and of course the property at the price stipulated to be paid, became a worse bargain than when bought. But this turn, though truly ridiculous, is the thought of the day to serve a present purpose, for when your memorials were presented to the legislature a very different ground was taken; you were not responsible for the conduct of another; the commissioners acted separately, the unbonded debt was not in your department; and you allege, that all the omissions except one were in the departments of your colleagues. The neglect was not attempted to be justified or excused, and although, by alleging in your particular justification, "that bonds were taken in every sale but one made by you," it is impliedly admitted, that the commissioner, who did not take bonds neglected their duty. Yet, by an uncommon dexterity of argument, you endeavour to show, that you were entitled to the profits of business which they neglected to complete, because you finished properly that which fell within your department; now, I think the more obvious measure of justice would have been to pay you for what you really did, without suffering them to share any part of it, and to pay them nothing for what they did not properly perform. But this would not answer, because, if it had been put upon this footing, they might have been led to look into your transactions, and by so doing to have obliged you to make a common cause with them in a claim to full compensation for service never done, and therefore you thought it was best, under the cover of a multitude of professions, to insist on the claim at once. It is now alleged, that various difficulties arose, and numerous objections were made by the purchasers which prevented bonds being taken. This was foreseen by the legislature, and was one reason why they directed bonds to be taken immediately; they knew, and the commissioners were old enough to know, that nothing is so apt to produce excuses and objections from men who are unwilling to do the thing, as giving them time to think of all the excuses and objections which can be made. Another reason of the direction was, that the property might be immediately resold, if the terms were not complied with. If all the difficulties you now suggest arose from the nature of the business, and were not produced by the conduct of the commissioners, how comes it to pass that the intendant sold property in the course of eight or nine months to a much greater number of persons than the commissioners sold to, and that in every instance except one? Bonds, certificates and money for the same were lodged in the treasury in less than ten months from the time of his beginning the business. Did you pave the way for him to take bonds for the sales he made?

If your own allegation is proper evidence against you, the practicability of taking bonds agreeably to law is proved, for you assert, in your memorial, that bonds were taken in every instance but one, where the sales had been made by you. If this was the fact, it is most extraordinary, that there were so few bonds taken for sales made by other commissioners, if there was no neglect of duty.

You allege, that in no instance was a sale void, if bond was not given immediately. Then this consequence follows, that the part of the law

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giving direction to take bonds immediately on the sales, is of no force, and you and the purchasers might dispense with it at pleasure; but I presume you did not dispense with it when the sales were made, and that when the lands were set to sale, the terms were declared, "that bond and security was to be immediately given." Will you undertake to say if bond and security was not immediately given, if required by the commissioners, that the state was bound by the sale? If a purchaser could delay giving bond and security an hour, he might a year, and so defeat this part of the terms of sale, and still have it in his power to call upon the state at any time to complete the bargain, and by this means a settlement of the state revenues might be delayed contrary to the intention of the legislature, and greatly to the injury of the public. According to your assertion, (for you have made use of no argument in support of it) one party is bound by a contract, although the other refuses to comply with the terms on his part. I have always understood, that upon refusal of one party the other was not bound to comply. A man offers property to sale for ready money; it is bid for; the highest bidder, instead of paying the money, refuses. Is there any rule of law, or common justice, that obliges the seller to keep the property ready to be conveyed to the buyer, when he thinks proper to bring the money?

The remaining subject of resale was property which had been sold to Charles Ridgely and company for £. 7320 Black money, and afterwards, upon a resale to Samuel Paxson, William Goodwin and John Dorsey, (the two last being partners of Ridgely and company) for £. 910, payable in the year 1790. You assert that the attention of the commissioners to the interest of the state in the first sale, has been frustrated by my interposition in ordering the second. A state of facts will shew how groundless this charge is, and that if any loss has happened, it is justly attributable to your conduct. This property was sold by one of the commissioners under particular stipulations, as I have been informed, to make a good title to the purchasers, before they were obliged to pay the purchase money, not under a warranty only of the state's title as you allege (for this was a consequence of every sale of confiscated property.) The agreement or articles were never lodged by the commissioners in the treasury. Various claims were made to the property. The purchasers would not bond without the property being disencumbered from all claims: some of the different claimants were so violent in asserting their rights, that they were near coming to blows; and perhaps it would be difficult to fix a clear title in the state to this property. Doctor Way applied to me to purchase this property, part of which he and company claimed, and said he and company would give nearly as much for the property as Ridgely and company had bid for it; and you also informed me, that Mr. Paxson, a partner with Dr. Way, would give as much for the property as had before been bid for it; and I had reason from these informations to suppose the property would sell well, and accordingly advised you to sell the state's right, being under an impression it would sell for the full value, and supposing it infinitely better for the state to do this, than to go into litigations of all the claims to the property, and to suspend any use of it for years. You by law had the conduct of the sale; and as I have been informed, without giving four weeks notice in the Baltimore news-papers, you set the property up at whatever price should be bid for it, suffered the competitors to combine, and to get it for £. 910, payable in the year 1790, and now have the modesty to charge the low sale of the property to me. To have ensured a proper price, you ought to have given notice of the sale in the Baltimore papers, and to have set the property up at a particular price, below which it ought not to have been sold, and then you would have been sure to have prevented any combinations detrimental to the state; and if the price the property was set up at was not bid, you might have justly concluded the professions of giving a high price were not sincere, and therefore, seeing no other bidders offer, you ought to have postponed the sale.

But this charge which you now so unjustly urge against me, is invented for the occasion. You thought the state's right sold for its value, by the following entry of the sale in your book:

"The right of the state of Maryland to a tract of land called James's Park, claimed by sundry different persons, sold to the above-mentioned purchasers." How could you, after making this entry, (to shew the reason that the state's property sold so low) venture an assertion, that the claims against the property were trifling and groundless. You acknowledge that the state's title, subject to the claims against the property, would at the first sale have sold for a trifle. If that would have been the case, I presume it would have flowed from an opinion of all who wished to buy the property, (and had from thence been induced to take opinions on the title) that the state's right was doubtful: but one thing is clear, that by selling in the manner colonel Ramsey did, a foundation was laid to charge the state certainly with commission on £. 7320, when there was at least a chance, that the state, after litigation or purchasing in all the claims to this property, would not have received near that sum; you charge on the two sales of this property, to wit, on the first sale £. 183 0 0, on the second £. 23 15 0, and make

£. 205 15 0, which is more than twenty-two per cent. on the sum bonded for, and near forty per cent. of the real value of that security.

Upon the question respecting double commission, the amount of your argument is, that you had deserved a commission on the first sales; that I ordered resales without authority, and therefore, that you are entitled to two commissions. I deny the premises: and if they were proved, I deny that your conclusion from them is just; for the legislature never having intended a double commission, the state ought not to be burthened with it by your conduct or mine. If it had been your opinion, that I acted illegally in directing the resales, you ought not to have obeyed the order; but, without any hesitation, you made the resales, which must have been either from your supposing they were rightly ordered, or from a design to secure to yourself a profit by acting under an illegal order. If you acted upon the first principle, your subsequent conduct in charging me with acting improperly, when you were of opinion I acted properly, can never be justified; if from the latter, your views were directly contrary to that regard for justice which you so often profess to have.

You have by way of recrimination alleged, that I have received commission on nominal sums, which there is a probability the state will never realize. If this was the case my errors would by no means justify yours; but the fact is not according to your allegation, to the best of my knowledge and belief. I have already given the state credit for the sum of £. 18 1 6 for property sold, and not bonded for, and for the sum of £. 112 10 0, commission on property sold to Mr. Hagar, which was given up to him by the general assembly, although bond and security had been taken by me, and lodged in the treasury. And, as I told you before the governor and council, I now repeat, that if it can be fairly shewn that in any instance I have received commission where a principal sum, upon which the commission is charged, has not been paid or secured to the treasury, I will immediately refund the commission; for I hold the position true, both as to the commissioners and intendant, that neither can be entitled to any commission, except that which the rate, allowed by the legislature, will amount to on the principal actually paid or secured to the state by a compliance with its laws in such manner that the principal sum must be brought into the treasury, unless by unforeseen insolvency in the purchaser and securities. If you agree to this position, we shall have no further dispute as to the subject on which you can charge commission to the state: and this article, in your account, may be settled by a fair application of the rule.

The second objection stated to the commissioners accounts is, that they received a commission of two and half per cent. specie on the sum of £. 35,000, for which it appeared by their books property had been sold, and for which bonds were not taken by the commissioners; and it was doubtful whether the state would ever recover the sum charged. It is alleged by you, that the sum is exaggerated, but admitted that you have charged commission on about £. 30,000 unbonded debt. If the sum stated by me was exaggerated, which I do not admit, it was not intentionally done; but it is not so material precisely to ascertain the sum, as to examine the principle upon which you attempt to support this charge, which is, "that when the accounts were stated, balances ascertained, and suits commenced," the business is done as to the commissioners, and they are entitled to receive their commission.

It cannot be denied, but that the laws, under which the commissioners sold property, made it part of their duty to take bonds with good security for the purchase money: and it must be admitted that the commissioners did not comply with this duty, so far as relates to the unbonded debt; and it must also be granted, that the commission was given as a reward for performing the whole duty enjoined, and not for part only. And it would seem to me to follow as a consequence, that the commissioners could not legally claim payment of this part of their commission. But, appealing to the reason of mankind, you flatter yourself no person capable to decide the question will deny your right to receive this commission. To support the position that you are entitled to receive this commission upon principles of justice, it seems to me necessary for you to prove beyond a doubt, that the state is in as good a situation with respect to the debtors who have not bonded, as it would have been if bonds and security had been given according to law. This you have not attempted to shew, and the contrary is certainly true. If we pay any attention to the judgment of the legislature upon the case, it will militate strongly against you, for they were certainly of opinion the state was in a better condition by having bonds and security from the purchasers of property, than by having a charge only on the commissioners books, or the directions to take bonds with security would not have been given. But the matter does not rest on the opinion even of the legislature; for you know, that when bond and security was given upon default of payment, execution might issue against the debtors as upon judgment; whereas, upon an account in the commissioners books, an action must be brought, which might, under circumstances, be delayed. But supposing it tried the first court, and judgment obtained, yet there might be delay of payment injurious to the finances of the state, and

destructive of the punctuality intended to be established. It must also occur to every one, that there is a much greater chance of insolvency where no security is given, than where security is taken, and that the taking a bond will give the debt a preference in payment to an account in case of the death of the debtor. It must also be obvious that taking bond would prevent many groundless objections which might be attempted to delay or prevent a recovery upon an account, and it must be admitted, that the public revenue, so far as the unbonded debt extends, is in a state of doubt and confusion instead of being clear and certain as it was designed to be by the general assembly. These considerations prove that the situation of the state, with respect to the unbonded debt, is not so good as if bonds had been taken agreeably to law; indeed every man may determine this case by asking himself this single question, is my income and estate as certainly secured by having large sums charged to a number of persons in a book to be proved by witnesses, as if I had the bond of each of these persons with good security? No person, I believe, would be at a loss for the answer he should make, and if the answer would be made in the negative when the question related to a man's own affairs, it will certainly be equally right when the state is concerned; and if it is true that the state is in a worse situation, by bonds not being taken, than it would have been, had bonds been taken, your claim to receive commission is without any foundation in reason or justice, and to support it you must be driven to maintain the following position: The state has offered the commissioners reward for putting its revenues in a certain condition; they have put them in a condition much worse than was intended, and yet are entitled to receive the stipulated reward; but you will say the commissioners are not to blame; the purchasers made a variety of objections, and would not give bonds. I think it has been fully shewn, that this excuse is frivolous; yet, if we were to lay asleep all the powers of reason, and believe this surmise, you would not be a step the nearer proving your right to receive the commission. For your being blameless, and having a right to commission, are as distinct and unconnected ideas, as your attention to your duty, and regard to your interest are. The right to commission depends upon the single fact of rendering the service required by law. Your being blameless, though the service is not rendered, might depend on a variety of circumstances, none of which however, I believe, in truth existed. A man is hired for a certain reward to go a journey, he falls sick, or his horse lame, or any other accident prevents his performing the journey: He is not to blame, but I am inclined to think no casuist would determine that he is therefore entitled to the reward. But suppose this man, instead of pursuing the directions given him, was to follow his own will, get into a variety of crooked paths, lose himself, and not having reached the proper place, undertook to bring something which he thought as good as that he was sent for, and upon examination it was found to be a much worse commodity, though at as high a price as the one he was directed to bring. I believe his employer would think it an insult if the stipulated reward was demanded by such an agent.

To be Continued.

DAN. OF ST. THO. JENIFER.

In the publication of last week, in the 1st column of the 3d page, 93d line, instead of *required*, read *acquired*.

L O N D O N, Sept. 9.

THE prince of Orange has written a very long letter to the states of Holland, complaining in very pointed terms of their hasty decision, concerning the command of the garrison at the Hague, by which, with a majority of only one, his serene highness finds himself deprived of what he calls an hereditary right, exclusively granted to his family. Whether this expostulation was really too harsh and unsupported, or that it appeared so to their noble and great mightinesses, the states of Holland have asserted their firm determination of abiding by the resolution of the 27th of July, 1786, by which the aforesaid command is transferred from the stadtholder to the said states or their committee: several protests have been entered against the above resolution by the lords of the equestrian order, the nobles, and the towns of Delft, Brielles, Enkuylen, Edam, Medenblik and Hooren. The deputies of Amsterdam have persisted in their former annotation upon the resolution of the said 27th of July; those of the following towns, viz. Dordrecht, Haerlem, Leyden, Gouda, Cannchem, Schiedam, Schoonboeven, Alkmaar, Monikendam, and Numerende, have acceded to the resolution of the states, referring to themselves the right of entering such caveats against the above protests as to their constituents may seem good hereafter.

A letter from Algiers, dated July 18, says "The two negotiators who came here from the United States of America to treat about a peace with our regency, have not met with any success. When they arrived about the latter end of March, they took up their lodging at the house of the French consul. Two days after they had an audience with the dey: he received them indeed with affability, but would hear nothing about peace, saying, "that he could not enter into any amicable connexions with the American congress, until the latter shall have agreed about that affair with the grand signor." Nevertheless he added, "that they might redeem their nineteen countrymen, that were in slavery here, on paying the sum of 23,000 piastras, besides the charges." The two deputies not presuming to take upon themselves the payment of so large a sum, to de-

Ever those unfortunate men from captivity, one of them is set out on board a Spanish brigantine to get fresh instructions."

RICHMOND, November 15.

A letter from a gentleman in Danville county, to his correspondent in this city, dated October 27, says, "The troops under the command of general Clarke, returned the 15th instant, and I am informed, the greatest disorder prevailed among them from the time they marched from Clarksville; some of the officers were arrested and broke by a court martial on their march to post St. Vincents, which occasioned an uneasiness among the soldiers, which was dispelled in some measure by the general's reinstating them again to their former commands: Thus they arrived at post St. Vincents, where they made 42 Indians prisoners, who were with the French and Americans at that place in a friendly manner; they were kept in confinement but a short time before the general set them at liberty, and enlisted 300 men from the post with him, and appointed officers to command them, to keep garrison at post St. Vincents for one year: This business detained them ten days. In this time the soldiers began to grow very uneasy, and wished to return home: However the general prevailed with them to march from that place towards the principal towns on the Wabash river, with assuring them the business which they came on could be effected in a few days: On the third day's march toward the towns, about 200 of the men were very clamorous, and in the afternoon refused to march any further; the first information the general received of it, he ordered a halt, and in the most pressing manner begged them only to march with him only three days more, in which time he had reason to believe the Indians would either be received in a hostile manner, or they would make application for peace. No arguments the general could make use of had any effect with them. The general thought it most advisable to collect his officers in council, when it was agreed upon to return, and they accordingly set off. The general himself staid at Post St. Vincents with a view of holding a treaty with the Indians provided they were inclined for it.

"Col. Logan marched from the mouth of Limestone, about the 1st inst. with 800 men, (600 of whom were on horse back) against the Shawnee towns on the head of the great Miami; and had it not been for a deserter that got in and informed the Indians of their approach, in all probability the whole army would have been in their towns before they had known any thing of their coming. It appears that before the deserter got in, most of the warriors had gone out in order to meet general Clarke, not knowing of any other party marching against them, so that by the time Col. Logan arrived in fight, most of the Indians had left the towns; they made prisoners thirty-two women and children, and killed six men, among them was their chief king Mee-tah, who gave himself up without any resistance with his wife and children, and afterwards was murdered by a col. McGary; they burnt ten towns and villages and all their corn, brought off several horses and a quantity of plunder. The squaws and children prisoners arrived here the 12th inst. where I expect they will continue until exchange."

ANNAPOLIS, December 7.

On Thursday last the general assembly proceeded to the choice of a governor of the state, when the honourable William Smithwood, Esquire, was re-elected.

Jeremiah T. Chafe, James Bruce, James Hindman, John Kilty, and John Davidson, Esquires, were the day following chosen members of the honourable council.

The honourable Samuel Hughes, Benjamin C. Stoddard, and Pergrine Tighman, Esquires, are chosen members of the senate, in the room of Thomas Johnson, Richard Barnes, and William Paca, Esquires, resigned.

The Revue was acted last night in this city, by the American Company, much to the satisfaction of a respectable and numerous audience. Gentlemen who have frequently seen it acted on the London theatres, are of opinion, that it was, in every part, supported as well as ever, as they ever recollected to have seen it.

To be SOLD, at PRIVATE SALE, on twelve or eighteen months credit,

THREE young negro women and seven children, boys and girls, which will be sold with their mothers. Any person inclinable to purchase, may see the negroes by applying to the subscriber, at his store, in Cornhill-street.

RICHARD MACKURIN.

THE ATTENTION OF LOVERS OF LITERATURE, is requested to a

SALE by PUBLIC VENDUE,

Of an Elegant

COLLECTION of BOOKS,

In most Arts and Sciences.

The sale to be held at Mr. Joseph Brewer's, and to commence this evening. The hours of sale from four to six each afternoon, and to continue each succeeding afternoon until the whole is sold.

Catalogues delivered gratis at the place of sale. December 7, 1786.

NOTICE is hereby given, that the subscriber intends to prefer a petition to the next general assembly of the state of Maryland, to pass a law to enable her to sell a parcel of a tract of land in Worcester county, known by the name of Philip's Adventure.

HANNAH BISHOP.

For Havre-de-Grace and London,

The Ship WASHINGTON,

Captain WILLIAM CHAPMAN.



SHE is a remarkable fast sailing vessel, and has excellent accommodations for passengers, and will sail by the latter end of this month. For freight or passage apply to captain Chapman, on board.

Annapolis, December 7, 1786.

TEN POUNDS REWARD.

November 24, 1786.

STOLEN out of my pasture, on July 24 last, at night, a black HORSE, about 13 hands two or three inches high, nine years old, has a star in his forehead, his jaws much cut with the bridle bit, a natural pacer, trots up hill or in heavy ground, is neither docked nor branded, strong made; he was sometime ago at Mr. Thomas Baiding's, but Mr. Baiding says he was stolen out of his pasture. Whoever brings said horse to me, living near Bladenburgh, and makes the thief known, or who has made way with him, or gives intelligence so as I get him again, shall be entitled the above reward upon conviction, or six dollars for the horse only, paid by me.

GERARD BOE-MAN.

To be SOLD, at public vendue, on the 14th day of December, at the late dwelling of Thomas Watkins, late of Anne-Arundel county, deceased,

SUNDRY valuable negroes, stock, and household furniture, for ready money.

ELIZABETH WATKINS, administratrix.

November 21, 1786.

THE subscriber begs leave to inform the public, that he purposes to occupy and keep a tavern at the stand where Mr. Leonard Davis lives, at Montgomery court house, after the first week in December, and flatters himself that all those who please to call on or favour him with their custom, will meet with good usage and general satisfaction, from their most obedient,

2

SAMUEL BARRON.

FIVE POUNDS REWARD.

Upper Marlborough, Prince-George's county, September 12, 1786.



RAN away from the subscriber, on the 4th of June, a negro man named CHABLES, twenty-five years of age, a short thick fellow, about five feet six inches high, has a short flat nose, a very bushy head of hair, thick lips, with a lump on the upper one, he is a handy fellow, and works well at the whip saw; had on when he went away his common working dress; I have reason to believe he has other cloaths with him, but cannot particularly describe them, therefore he probably may change his apparel. As I purchased him of Noley Young, Esq; on Patowmack, I apprehend he is lurking about in that neighbourhood. Whoever takes up and secures the said fellow, so that his master may get him again, shall receive if above ten miles from home thirty shillings, if out of the county forty shillings, and if out of the state the above reward, including what the law allows, paid by

7

WILLIAM BOWIE, 3d.

Annapolis, July 21, 1786.

Lands for Sale.

THE subscriber has for sale all that tract of land called Beall's Plantation and Snowden's Reputation Support, containing about 700 acres, situated on the head of South river, about three miles from navigable water, and contiguous to the estate of Mr. Richard Hopkins, of Gerard.

This is a most eligible situation, being about twelve miles from the city of Annapolis, twenty-eight from Baltimore-town, twenty-four from George-town, and seven from the inspection houses of Indian Landing and Queen-Anne. is well adapted for corn, wheat, and particularly tobacco, also well timbered and watered, a very good mill stream runs through it; there is some meadow ground, and much more may be made.

The improvements upon it are, a good dwelling house with three large rooms on each floor, kitchen, quarter, cornhouse, stables, tobacco house, a very fine apple orchard, together with a number of other valuable fruit trees.

Mr. Richard Hopkins will shew the premises above mentioned; further particulars may be had of the printers, of Messieurs William Patterson and brothers, Baltimore, or of

JOHN WADDINGTON, in Philadelphia.

October 3, 1786.

NOTICE is hereby given, that a petition will be presented to the general assembly, at their next session, praying that an act may pass, explanatory of that part of the charter of the city of Annapolis which relates to the residence of the electors or free voters thereof.

7 8 w

THERE is at Talley's, the plantation of Mr. Oggle, a small handsome black MARE, which has a star, and her near hind foot white. The owner is desirous to pay charges of advertising and take her away.

3 w

2

IN consequence of an advertisement of mine forewarning persons, indebted to either of my stores in Virginia or Maryland, from settling any of their accounts with Mr. John Petty, that gentleman has been pleased to return for answer, that my prohibition was as unjust as my allegation was without foundation; that it was with concern he found himself under the necessity of entering into a public altercation about his private affairs, and should I persist in my unjustifiable accusations, a full account of my transactions with, and conduct towards, Yates and Petty, would enable an impartial public to judge which of the parties had the greatest reason to complain of ill treatment. I would beg leave to inform the gentleman, that it is as disagreeable to me as it can possibly be to him to appear in the public prints, although, at the same time, very willing to appear any where to justify that conduct which I have and hope ever shall be able to reconcile to my own conscience. As he has now broached the matter, I insist on his laying before the public my conduct to Yates and Petty, and trust I shall be very easily able to confute any truths he may expect to impose upon the public, by an open and candid definition of the same; that my prohibition is unjust, is an assertion as liberal as 'tis ungrounded. I hope those gentlemen indebted as before mentioned, will pay no attention to Mr. Petty's request of paying their respecting accounts to him, as it will only involve them in law-suits, for I am determined to sue every person that has or shall pay any money to Mr. Petty (for dealings at either of my stores previous to the fourth of February) since the public notice I have given.

13

THOMAS RUFFLAND.



STRAYED or stolen from the subscriber, living near Annapolis, on the Thursday night of the 21st of November last, 1786, a dark bay HORSE, four years old, neither docked, branded, nor broke, but is very gentle, about thirteen hands one inch high, is a natural pacer, his hair of his tail had been cut and almost grown out again; he had also been cut, and was not quite well when he went away; he had been staked, and as a remarkable fear on his neck bristled where the girl goes round. Whoever brings the said horse to me, or gives me information to that effect, shall receive forty shillings reward, paid by

3 X

BALDWIN LUSBY.

Negro shoes

FIVE hundred pairs of the best quality, to be sold, on the lowest terms, by the subscriber, in London town, who receives hides for tanning as usual.

EDWARD ELLIOT.

N.B. They may also be had of Messieurs Abfalm Ridgely, William Wilkins, James Well, and John Wifeman, in Annapolis.

9

September 22, 1786.

THIS is to give notice, that sundry of the inhabitants of Montgomery, Frederick, and Washington counties, intend to present a petition to the next general assembly, for one more inspection for tobacco, at George town, on Patowmack river.

OX w

November 14, 1786.

FOUR hundred and twenty acres of uncultivated land, lying within two miles of a market town, in this state. For further particulars enquire of the printers.

3

THE debtors to the estate of the reverend William Hanna, late of Anne-Arundel county, are informed, that unless they speedily settle their respective accounts, suits will be commenced against them without respect to persons, or further notice.

SARAH HANNA, administratrix.

THIS is to give notice, that I intend to prefer a petition to the next general assembly for an act to confirm my right to part of a tract of land, called Beall's Goodwill, the late property of Henry Hunter, deceased, which he devised to be sold.

8 w

THOMAS MORTON.

November 15, 1786.

Just imported in the ship Washington, captain William Chapman, from London, and now opening at the subscriber's store, in Annapolis.

AN assortment of goods, consisting of a great variety of articles suitable to the season, which he will sell on the most reasonable terms for ready money. He has also for sale, all kinds of wet goods as usual, among which is some most excellent Barbados cane spirit.

4 X

WILLIAM WILKINS.

TAKEN up as a stray, by Jacob Green, living in Prince-George's county, a small MARE, about twelve hands high, branded on the near side C. The owner may have her again on proving property and paying charges.

3 X

THERE is at the plantation of Joshua Yates, living near South river church, in Anne-Arundel county, taken up as a stray, a black MARE, about 13 hands and an half high, branded on the near shoulder C.D. The owner may have her again on proving property and paying charges.

2

To be RENTED,

A VERY good grist-mill with two pair of stones, bolting-clothes, and every thing convenient, with a large meadow, lying on the Head of South river. Any person inclinable to rent may have possession in December.

7

FRANCIS RAWLINGS.

MARYLAND GAZETTE.

THURSDAY, DECEMBER 14, 1786.

[Continued from our last.]

To GABRIEL DUVAL, Esquire.

S I R,

YOU admit, that if any purchaser should deny the purchase, it is incumbent on the commissioners to prove it to entitle them to commission. This admission goes a great way to destroy all your preceding assertions, for at the time you received the money for the double of the commission charged on the article referred to, it was impossible for you to tell how many purchasers might deny their purchases, and what determination might be given upon the proof you offered, and therefore, according to your own acknowledgments, you received the commission when you was not entitled to it, not having proved the purchase in all cases where it might be denied, and there not being judgments in the cases where this proof might be called for. The recovery by the state was contingent, your receipt of commission certain, which is in part the objection made to the commissioners account as passed. But I cannot admit, that if you were able to prove the purchase that you would consequently be entitled to commission. For suppose the debtor should be insolvent, and the debt or part of it lost, and that owing to the neglect of the commissioners in not taking bond and security; I believe no person capable of determining would say, that the commissioners were entitled to commission. How many cases of this kind there may be it is impossible to say, and therefore the payment of any reward to the commissioners ought to have been delayed until the business was finally settled, and the money received by, or secured to the state. When this was done, and it appeared nothing was lost by the neglect of the commissioners, then, and not until then, a just and proper compensation ought to have been made, but even under such circumstances they would not be entitled to full commissions, because a part of the duty was not performed. You state, that I examined the list of debtors, and thought them solvent and ordered suits. In doing this I acted from the information of the commissioners as to the sales, and from the best of my judgment as to the solvency of the purchasers, but in neither case could I act upon a certainty from the nature of the things to be determined on; but what has this to do with your right of commission, if my determining to bring suits would as certainly and expeditiously bring the money into the treasury, as the order you received for the whole of your claim took it out, there might be some force in stating the above circumstances; but you know, and the public creditors feel, that this is not the case. As a particular instance to shew the probability that the state would never realize the sum you charged and received commission on, I mentioned the case of a charge to Stephen Steward, and company, that you did not know who the company were, and that Stephen Steward denied the purchase; it is not pretended that Stephen Steward, sen. bought the property, but you allege it was bought by Stephen Steward, jun. he has made the following affidavit upon the subject.

Baltimore county, November 22. 1786.

Then came Stephen Steward, jun. before me, one of the justices of the peace of said county, and made oath on the Holy Evangelists of Almighty God, that he, the deponent, did not bid for but two lots of land at the sale of the Nottingham company's property that were struck off to him, both of which lots were afterwards transferred to the present holders of the Nottingham forges, nor did he authorize any person whatever to purchase land for him at said sales; that during the time of the sale he observed the vendue-master, Mr. Thomas Yates, had struck off several lots of land to Stephen Steward, and company; that this deponent went to Mr. Yates and asked him what he meant by striking off the land to Stephen Steward, and company, Mr. Yates gave him for answer, that the commissioners had determined not to let any of the land go under the assentment, and when the price bid for a lot did not exceed the assentment, he struck it off to Stephen Steward, and company, to give a sanction to the sale, as he said.

STEPHEN STEWARD, jun.

Sworn to and subscribed before me,

THOMAS RUSSELL,

Major Yates has given me information agreeing in substance with Mr. Steward's affidavit. The property Mr. Steward bought and afterwards transferred to the Nottingham company, is no part of the property charged to him, and denied to be bought, and the allegation of Mr. Howard, the gentleman you allude to,

that he was a bidder against Mr. Steward for some of the property, must, I apprehend, have been for the two lots which Mr. Steward really bought, and not any part of the property disputed.—Col. Ramsey informed me, that the sale was really made to Messieurs Steward, and company, and that he believed major Yates was one of the company, and I was induced by this assertion of colonel Ramsey, to believe the sale was really made, and being under this impression, I ordered suit to be commenced, as the charge was made on the commissioners books and the commissioners alleged the sale could be proved. But upon further inquiry, it turns out that the sale was merely nominal.

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You admit, that you and Mr. Hollyday were indebted for property in November 1784, when the above act passed, and you do not deny that colonel Ramsey is still indebted for property. Your allegation that you did not take credit to the year 1790, will not answer the objection, unless at the same time you shew you did not use the privileges given to those who had a right to an indulgence to the year 1790, by paying in certificates, worth little more than one half the money due for your debt, or of the money received for your commission. If you could not claim the indulgence to the year 1790, you had no right to pay certificates, but taking a credit to the time just mentioned, you availed yourself of the rights given to those who were entitled to such credit by law. Wherein is the difference upon the present argument, whether you delayed payment until the year 1790, or paid in depreciated paper before that time?—If indeed you had discharged your debt to the state by paying cash agreeably to the tenor of your bonds, then you might have fairly argued that no injury was done by receiving your commission in money. You very well knew that the inference for or against you from the fact of your payment of the debt would depend altogether upon what you paid,—and therefore you tell us, you have paid your debt, and have left the public to conjecture in what manner you paid it. If by concealing the manner, you could induce a supposition that you had paid money, then every body would conclude, that it was not material whether you put money into the treasury with one hand, and took it out with the other, or discounted with the state.—If you failed in the intended imposition, you thought your case would not be worsened by the attempt, as it was impossible to meet the argument in front, and oppose the principles upon which it must rest.

How you can apply the principle, "That in a free country there ought to be one equal rule of justice to all the citizens," to combat my argument upon the present question, I am at a loss to conceive, for my reasoning is not at all opposed to this principle, but in perfect conformity with it; and by attempting to establish the commissioners claim to receive money from the state for what is due to them, and pay the state certificates for what is due to it, where the debit and credit were in money nominally the same, and equal in value, you act directly contrary to the principle suggested; for your argument must suppose a privilege in the commissioners to be exempt from the rule of discount, which every other citizen is subject to, or in other words, that a different rule of justice is applicable to the commissioners than that which universally takes place, and is established by law, between all other citizens of the state. My position includes, not only the commissioners, but all other citizens under similar circumstances, and before you can expect to derive any assistance from the principle you lay down, you

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S I R,

I was surprised to learn from Mr. Bayley, that you refused to let him move off the coal and ore which were left on that land you purchased; you must have forgot that I agreed to your taking possession on the express condition, that these things, together with the hay, might be moved off at any time. I have directed the gentlemen who purchased them to take them off whenever they please; I hope, upon reflection, you will not attempt to oppose them, as the duty which I owe to the public will oblige me to take steps which may be finally disagreeable. If I could conceive that you had any well founded claim, I would not wish to deprive you of it, and promise you, that should you hereafter be able to establish your pretensions, you shall be allowed the full value of the articles removed. I am, your obedient, humble servant,

Signed,

NAT. RAMSEY.

Baltimore, 2d March, 1782.

Colonel Garretson.

In consequence of this letter, the ore and coal were taken by Mr. Bayley, who was concerned in the White Marsh furnace. And 120 tons of ore, and 106 loads of coal, were charged in the commissioners books to Samuel Norwood, and Co. amounting to £. 234 5 0; a junction was afterwards formed between Mr. Bayley, one of the purchasers of the White Marsh furnace, and the purchasers of the Nottingham forges. Mr. Garretson applied to the general assembly for relief, and at November session 1784, the following resolve passed both houses.

By the HOUSE OF DELEGATES, January 6. 1785.

Whereas it appears to the general assembly, that Job Garretson, of Baltimore county, in the year 1781, bought of the state seven hundred and fifty acres of land, part of the property of the late Principio company, at six pounds fifteen shillings per acre, for which the said Garretson bonded as the law directs; that by actual measurement the same only contains six hundred and sixty-one acres, which leaves eighty-nine acres short, as appears by the certificate of the surveyor appointed by the commissioners of confiscated British property; that the said Garretson bought all the property on the land called Buck-range, or the Lancashire furnace, except the negroes, live stock, and household furniture; that there were three hundred loads of coal, and three hundred and thirty-two tons of ore taken away by order of the commissioners aforesaid, and that considerable damage was committed upon the furnace aforesaid, after the sale and before the delivery;

Resolved, That the intendant of the revenue be required and directed to adjust and settle the same with the said Garretson, and in case of diversity of sentiment, that the same be referred to three disinterested persons to be nominated by the said intendant and Garretson, who upon hearing all the circumstances on oath, shall settle and adjust the same.

By order, W. HARWOOD, clk. ho. del.

By order, J. DORSEY, clk. sen.

Two of those unfortunate men from captivity, one of them sent out on board a Spanish brigantine to get fresh instructions."

RICHMOND, November 15.

A letter from a gentleman in Danville county, to his correspondent in this city, dated October 27, says, "The troops under the command of General Clarke, returned the 15th instant, and I am informed, the greatest disorder prevailed among them from the time they marched from Clarksville; some of the officers were arrested and kept by a court martial on their march to post St. Vincents, which occasioned an uneasiness among the soldiers, which was dispelled in some measure by the general's reinfating them again to their former commands: Thus they arrived at post St. Vincents, where they made 42 Indians prisoners, who were with the French and Americans at that place in a friendly manner; they were kept in confinement but a short time before the general let them at liberty, and enlisted 300 men from the post with him, and appointed officers to command them, to keep garrison at post St. Vincents for one year: This business detained them ten days. In this time the soldiers began to grow very uneasy, and wished to return home: However the general prevailed with them to march from that place towards the principal towns on the Wabash river, with assuring them the business which they came on could be effected in a few days: On the third day's march toward the towns, about 200 of the men were very clamorous, and in the afternoon refused to march any further; the first information the general received of it, he ordered a halt, and in the most pressing manner begged them only to march with him only three days more, in which time he had reason to believe the Indians would either be received in a hostile manner, or they would make application for peace. No argument the general could make use of had any effect with them. The general thought it most advisable to collect his officers in council, when it was agreed upon to return, and they accordingly set off. The general himself had at Post St. Vincents with a view of holding a treaty with the Indians provided they were inclined for it.

"Col. Logan marched from the mouth of Limestone, about the 1st inst. with 800 men, (600 of whom were on horse back) against the Shawnee towns on the head of the great Miami; and had it not been for a deserter that got in and informed the Indians of their approach, in all probability the whole army would have been in their towns before they had known any thing of their coming. It appears that before the deserter got in, most of the warriors had gone out in order to meet general Clarke, not knowing of any other party marching against them, so that by the time Col. Logan arrived in fight, most of the Indians had left the towns; they made prisoners thirty two women and children, and killed six men, among them was their chief king Meeahtha, who gave himself up without any resistance with his wife and children, and afterwards was murdered by a Col. McGary; they burnt ten towns and villages and all their corn, brought off several horses and a quantity of plunder. The squaws and children prisoners arrived here the 12th inst. where I expect they will continue until exchange."

ANNAPOLIS, December 7.

On Thursday last the general assembly proceeded to the choice of a governor of the State, when the honourable William Smith Wood, Esquire, was re-elected.

Jeremiah T. Chale, James Bruce, James Hindman, John Kilty, and John Davidson, Esquires, were the day following chosen members of the honourable council.

The honourable Samuel Hughes, Benjamin C. Stoddard, and Peregrine Fitchman, Esquires, are chosen members of the Senate, in the room of Thomas Johnson, Richard Barnes, and William Pace, Esquires, resigned.

The Revue was acted last night in this city, by the American Company, much to the satisfaction of a respectable and numerous audience. Gentlemen who have frequently seen it acted on the London theatre, are of opinion, that it was, in every part, supported as well as ever, as they ever recollected to have seen it.

To be SOLD, at PRIVATE SALE, on twelve or eighteen months credit,

THREE young negro women and seven children, boys and girls, which will be sold with their mothers. Any person inclinable to purchase, may see the negroes by applying to the subscriber, at his store, in Cornhill street.

RICHARD MACKURIN.

THE ATTENTION OF LOVERS OF LITERATURE, is requested to a

SALE by PUBLIC VENDUE, Of an Elegant

COLLECTION of BOOKS,

In most Arts and Sciences.

The sale to be held at Mr. Joseph Brewer's, and to commence this evening. The hours of sale from four to six each afternoon, and to continue each succeeding afternoon until the whole is sold.

Catalogues delivered gratis at the place of sale. December 7, 1786.

NOTICE is hereby given, that the subscriber intends to prefer a petition to the next general assembly of the State of Maryland, to pass a law to enable him to sell a tract of land in Worcester county, known by the name of Philip's Adventure.

HANNAH BISHOP.

For Havre-de-Grace and London,

The Ship WASHINGTON,

Captain WILLIAM CHAPMAN.

SHE is a remarkable fast sailing vessel, and has excellent accommodations for passengers, and will sail by the latter end of this month. For freight or passage apply to captain Chapman, on board.

Annapolis, December 7, 1786.

TEN POUNDS REWARD.

November 24, 1786.

STOLEN out of my pasture, on July 24 last, at night, a black HORSE, about 13 hands two or three inches high, nine years old, has a star in his forehead, his jaws much cut with the bridle bit, a natural pacer, trots up hill or in heavy ground, is neither docked nor branded, strong made; he was some time ago at Mr. Thomas Baidins, but Mr. Baidins says he was stolen out of his pasture. Whoever brings said horse to me, living near Biadensburgh, and makes the thief known, or who has made way with him, or gives intelligence so as I get him again, shall be entitled the above reward upon conviction, or six dollars for the horse only, paid by me.

GERARD BOARMAN.

To be SOLD, at public vendue, on the 1st day of December, at the late dwelling of Thomas Watkins, late of Anne Arundel county, deceased,

SUNDRY valuable negroes, stock, and household furniture, for ready money.

ELIZABETH WATKINS, administratrix.

November 21, 1786.

THE subscriber begs leave to inform the public, that he purposes to occupy and keep a tavern at the stand where Mr. Leonard Davis lives, or at the county court house, after the first week in December, and flatters himself that all those who please to call on or favour him, with their custom, will meet with good usage and general satisfaction, from their most obedient,

2

SAMUEL BARRON.

FIVE POUNDS REWARD.

Upper Marlborough, Prince George's county, September 12, 1786.



RAN away from the subscriber, on the 4th of June, a negro man named CHARLES, twenty-five years of age, a short thick set, about five feet six inches high, has a short flat nose, a very bushy head of hair, thick lips, with a lump on the upper one, he is a handy fellow, and works well at the whip saw; had on when he went away his common working dress; I have reason to believe he has other cloaths with him, but cannot particularly describe them, therefore he probably may change his apparel. As I purchased him of Notley Young, Esq; on Patowmack, I apprehend he is lurking about in that neighbourhood. Whoever takes up and secures the said fellow, so that his master may get him again, shall receive if above ten miles from home thirty shillings, if out of the county forty shillings, and if out of the State the above reward, including what the law allows, paid by

WILLIAM BOWIE, 3d.

Annapolis, July 21, 1786.

Lands for Sale.

THE subscriber has for sale all that tract of land called Beall's Plantation and Snowden's Reputation Supporter, containing about 700 acres, situated on the head of South river, about three miles from navigable water, and contiguous to the estate of Mr. Richard Hopkins, of Gerard.

This is a most eligible situation, being about twelve miles from the city of Annapolis, twenty-eight from Baltimore town, twenty-four from George town, and seven from the inspection houses of Indian Landing and Queen Anne is well adapted for corn, wheat, and particularly tobacco, also well timbered and watered, a very good mill stream runs through it; there is some meadow ground, and much more may be made.

The improvements upon it are, a good dwelling house with three large rooms on each floor, kitchen, quarter, cornhouse, stables, tobacco house, a very fine apple orchard together with a number of other valuable fruit trees.

Mr. Richard Hopkins will show the premises above mentioned; further particulars may be had of the printers, of Messieurs William Patterson and brothers, Baltimore, or of

JOHN WADDINGTON, in Philadelphia.

October 3, 1786.

NOTICE is hereby given, that a petition will be presented to the general assembly, at their next session, praying that an act may pass, explanatory of that part of the charter of the city of Annapolis which relates to the residence of the electors or free voters thereof.

8 w

THERE is at Talley's, the plantation of Mr. Ogte, a small handsome black MARE, which has a star, and her near hind foot white. The owner is desirous to pay charges of advertising and take her away.

3 w

2

IN consequence of an agreement of mine for a warning on persons, induced to enter of my store in Virginia or Maryland, from having any of their accounts with Mr. John Petty, that gentleman has been pressed to return for another, that my prohibition was as unjust as my allegation was without foundation; that it was with concern he found himself under the necessity of entering into a public declaration on a private affair, and should I persist in my unjustifiable accusations, a full account of my transactions with, and conduct towards, Yates and Petty, would enable an impartial public to judge which of the parties had the greatest reason to complain of ill treatment. I would beg leave to inform the gentleman, that it is disagreeable to me as it can possibly be to him to appear in the public prints, though, at the same time, very willing to appear any where to justify that conduct which I have and hope ever shall be able to reconcile to my own conscience. As he has now broached the matter, I insist on his laying before the public my conduct to Yates and Petty, and trust I shall be very easily able to confute any truths he may expect to impose upon the public, by an open and candid declaration of the same; that my prohibition is unjust, is an assertion as liberal as 'tis ungrounded. I hope those gentlemen indebted as before mentioned, will pay no attention to Mr. Petty's request of paying their respective accounts to him, as it will only involve them in law-suits, for I am determined to sue every person that has or shall pay any money to Mr. Petty (for debts at either of my stores previous to the fourth of February) since the public notice I have given.

THOMAS RUTLAND.



STRAYED or stolen from the subscriber, living near Annapolis, on the Thursday night of the 22nd inst. a dark bay HORSE, four years old, neither docked, branded or broke, but is very gentle, about thirteen hands one inch high, is a natural pacer, the hair of his tail had been cut and almost grown out again; he had also been cut, and was not quit when he went away; he had been staked, and as a reward for his near bricker where the girl goes round. Whoever brings the said horse to me, or gives intelligence so as to get him again, shall receive thirty shillings reward, paid by

3 X

BALDWIN LUSBY.

Negro Shoes

FIVE hundred pairs of the best quality, to be sold, on the lowest terms, by the subscriber, in London town, who receives orders for training as usual.

EDWARD EFION.

N.B. They may also be had of Messieurs Abfal m Ridley, William Wilkins, James Well, and John Wifeman, in Annapolis.

9

September 22, 1786.

THIS is to give notice, that sundry of the inhabitants of Montgomery, Frederick, and Washington counties, intend to present a petition to the next general assembly, for one more inspection for tobacco, at George town, on Patowmack river.

OX w

November 14, 1786.

To be SOLD, for final settlement certificates, FOUR hundred and twenty acres of uncultivated land, lying within two miles of a market town, in this State. For further particulars enquire of the printers.

3

THE debtors to the estate of the reverend William Hanna, late of Anne Arundel county, are informed, that unless they speedily settle their respective accounts, suits will be commenced against them without respect to persons, or further notice.

SAR HANNA, administratrix.

THIS is to give notice, that I intend to prefer a petition to the next general assembly for an act to confirm my right to part of a tract of land, called Beall's Goodwill, the late property of Henry Hunter, deceased, which he devised to be sold.

THOMAS MORTON.

November 15, 1786.

Just imported in the ship Washington, captain William Chapman, from London and now opening at the subscriber's store, in Annapolis.

AN assortment of goods, consisting of a great variety of articles suitable to the season, which he will sell on the most reasonable terms for ready money. He has also for sale, all kinds of wet goods as usual, among which is some most excellent Barbados cane spirit.

4 X

WILLIAM WILKINS.

TAKEN up as a stray, by Jacob Green, living in Prince George's county, a small MARE, about twelve hands high, branded on the near side C. The owner may have her again on proving property and paying charges.

3 X

THERE is at the plantation of Joshua Yates, living near South river church, in Anne Arundel county, taken up as a stray, a black MARE, about 13 hands and an half high, branded on the near shoulder C.D. The owner may have her again on proving property and paying charges.

2

To be RENTED,

A VERY good grist mill with two pair of stones, bolting-clothes, and every thing convenient, with a large meadow, lying on the Head of South river. Any person inclinable to rent may have possession in December.

7

FRANCIS RAWLINGS.

MARYLAND GAZETTE.

THURSDAY, DECEMBER 14, 1786.

[Continued from our last]

To GABRIEL DUVAL, Esquire.

S I R,

YOU admit, that if any purchaser should deny the purchase, it is incumbent on the commissioners to prove it to entitle them to commission. This admission goes a great way to destroy all your preceding assertions, for at the time you received the money for the whole of the commission charged on the article referred to, it was impossible for you to tell how many purchasers might deny their purchases, and what determination might be given upon the proof you offered, and therefore, according to your own acknowledgments, you received the commission when you were not entitled to it, not having proved the purchase in all cases where it might be denied, and there not being judgments in the cases where this proof might be called for. The recovery by the state was contingent, your receipt of commission certain, which is in part the objection made to the commissioners account as passed. But I cannot admit, that if you were able to prove the purchase that you would consequently be entitled to commission. For suppose the debtor should be insolvent, and the debt or part of it lost, and that owing to the neglect of the commissioners in not taking bond and security; I believe no person capable of determining would say, that the commissioners were entitled to commission. How many cases of this kind there may be it is impossible to say, and therefore the payment of any reward to the commissioners ought to have been delayed until the business was finally settled, and the money received by, or secured to the state. When this was done, and it appeared nothing was lost by the neglect of the commissioners, then, and not until then, a just and proper compensation ought to have been made, but even under such circumstances they would not be entitled to full commissions, because a part of the duty was not performed. You state, that I examined the list of debtors, and thought them solvent and ordered suits. In doing this I acted from the information of the commissioners as to the sales, and from the best of my judgment as to the solvency of the purchasers, but in neither case could I act upon a certainty from the nature of the things to be determined on; but what has this to do with your right of commission, if my determining to bring suits would as certainly and expeditiously bring the money into the treasury, as the order you received for the whole of your claim took it out, there might be some force in stating the above circumstances; but you know, and the public creditors feel, that this is not the case. A particular instance to shew the probability that the state would never realize the sums you charged and received commission on, I mentioned the case of a charge to Stephen Steward, and company, that you did not know who the company were, and that Stephen Steward denied the purchase; it is not pretended that Stephen Steward, sen. bought the property, but you allege it was bought by Stephen Steward, jun. he has made the following affidavit upon the subject.

Baltimore county, November 22, 1786.

Then came Stephen Steward, jun. before me, one of the justices of the peace of said county, and made oath on the Holy Evangelists of Almighty God, that he, the deponent, did not bid for but two lots of land at the sale of the Nottingham company's property that were struck off to him, both of which lots were afterwards transferred to the present holders of the Nottingham forges, nor did he authorize any person whatever to purchase land for him at said sales; that during the time of the sale he observed the vendue-master, Mr. Thomas Yates, had struck off several lots of land to Stephen Steward, and company; that this deponent went to Mr. Yates and asked him what he meant by striking off the land to Stephen Steward, and company, Mr. Yates gave him for answer, that the commissioners had determined not to let any of the land go under the assessment, and when the price bid for a lot did not exceed the assessment, he struck it off to Stephen Steward, and company, to give a sanction to the sale, as he said.

STEPHEN STEWARD, jun.

Sworn to and subscribed before me,

THOMAS RUSSELL.

Major Yates has given me information agreeing in substance with Mr. Steward's affidavit. The property Mr. Steward bought and afterwards transferred to the Nottingham company, is no part of the property charged to him, and denied to be bought, and the allegation of Mr. Howard, the gentleman you allude to,

that he was a bidder against Mr. Steward for some of the property, must, I apprehend, have been for the two lots which Mr. Steward really bought, and not any part of the property disputed.—Col. Ramsey informed me, that the sale was really made to Messieurs Steward, and company, and that he believed major Yates was one of the company, and I was induced by this assertion of colonel Ramsey, to believe the sale was really made, and being under this impression, I ordered suit to be commenced, as the charge was made on the commissioners books and the commissioners alleged the sale could be proved. But upon further inquiry, it turns out that the sale was merely nominal.

The third objection stated by me to the commissioners account is, that they were indebted to the state for property when the greater part of the commission claimed by them arose, and that therefore the charge for commission ought to have been discounted for money due for property, and the commissioners ought to have taken credit to the year 1790 under the act for consolidating the funds, &c. which passed in November session 1781, for only the balance due by them, after such discount, and that they ought not to have been allowed to postpone the payment of their whole debt to the state until the year 1790, and to have received cash for the state's debt to them.—To this you answer, that neither you or Mr. Hollyday owed the state one shilling at the time your account was passed in July 1786.—What a pitiful evasion is this.—You intended to deceive by concealment of facts, which the least regard to candour would have induced you to disclose.—I mean, that you paid in certificates £. 1116 4 7 on the 27th day of March 1786, in part of your bond, the balance of £. 602 18 11. I presume you paid in certificates in May 1786.—Mr. Hollyday paid in certificates July 19, 1785, £. 803 9 1.

You admit, that you and Mr. Hollyday were indebted for property in November 1784, when the above act passed, and you do not deny that colonel Ramsey is still indebted for property. Your allegation that you did not take credit to the year 1790, will not answer the objection, unless at the same time you shew you did not use the privileges given to those who had a right to an indulgence to the year 1790, by paying in certificates, worth little more than one half the money due for your debt, or of the money received for your commission. If you could not claim the indulgence to the year 1790, you had no right to pay certificates, but taking a credit to the time just mentioned, you availed yourself of the rights given to those who were entitled to such credit by law. Wherein is the difference upon the present argument, whether you delayed payment until the year 1790, or paid in depreciated paper before that time?—If indeed you had discharged your debt to the state by paying cash agreeably to the tenor of your bonds, then you might have fairly argued that no injury was done by receiving your commission in money. You very well knew that the inference for or against you from the fact of your payment of the debt would depend altogether upon what you paid,—and therefore you tell us, you have paid your debt, and have left the public to conjecture in what manner you paid it. If by concealing the manner, you could induce a supposition that you had paid money, then every body would conclude, that it was not material whether you put money into the treasury with one hand, and took it out with the other, or discounted with the state.—If you failed in the intended imposition, you thought your case would not be worsened by the attempt, as it was impossible to meet the argument in front, and oppose the principles upon which it must rest.

How you can apply the principle, "That in a free country there ought to be one equal rule of justice to all the citizens," to combat my argument upon the present question, I am at a loss to conceive, for my reasoning is not at all opposed to this principle, but in perfect conformity with it; and by attempting to establish the commissioners claim to receive money from the state for what is due to them, and pay the state certificates for what is due to it, where the debt and credit were in money nominally the same, and equal in value, you act directly contrary to the principle suggested; for your argument must suppose a privilege in the commissioners to be exempt from the rule of discount, which every other citizen is subject to, or in other words, that a different rule of justice is applicable to the commissioners than that which universally takes place, and is established by law, between all other citizens of the state. My position includes, not only the commissioners, but all other citizens under similar circumstances, and before you can expect to derive any assistance from the principle you lay down, you

ought to shew that other citizens, under circumstances substantially the same with the commissioners, are entitled to receive specie from the state, and pay certificates.

The fourth objection made by me to the commissioners account is that a quantity of ore and coal at the Lancashire works had not been accounted for in any manner to the state. Both you and colonel Ramsey attempt an answer to this objection, and have given relations of facts which do not contain a full and true state of the circumstances existing in the case: it will be necessary that the facts should be known, to enable the public to form a just decision on the transaction, which has become very interesting to the state, by a late determination of the arbitrators between it and Mr. Garretson; the following is a just account of this business. In September 1781, a tract of land called Buck range, containing 750 acres, on which the Lancashire furnace stood, was sold to Job Garretson for £. 5062. Upon this land, and at this furnace were about three hundred loads of coal, and about three hundred tons of ore, as proved by Mr. Weston, who superintended the works, and other testimony before the arbitrators. Mr. Garretson claimed this ore and coal from the terms of sale, alleging, that the land, with the furnace ready to go into blast, and every thing on the land, except negroes, live stock and household furniture, were sold to him. This property was sold before colonel Ramsey became a partner in the purchase of the Nottingham iron-works; afterwards, colonel Ramsey being a partner of Ridgely, and company, in the Nottingham works, on the second day of March, 1782, wrote colonel Garretson the following letter:

S I R,

I was surprised to learn from Mr. Bayley, that you refused to let him move off the coal and ore which were left on that land you purchased; you must have forgot that I agreed to your taking possession on the express condition, that these things, together with the hay, might be moved off at any time. I have directed the gentlemen who purchased them to take them off whenever they please; I hope, upon reflection, you will not attempt to oppose them, as the duty which I owe to the public will oblige me to take steps which may be finally disagreeable. If I could conceive that you had any well founded claim, I would not wish to deprive you of it, and promise you, that should you hereafter be able to establish your pretensions, you shall be allowed the full value of the articles removed. I am, your obedient, humble servant,

Signed,

NAT. RAMSEY.

Baltimore, 2d March, 1782.

Colonel Garretson.

In consequence of this letter, the ore and coal were taken by Mr. Bayley, who was concerned in the White Marsh furnace. And 120 tons of ore, and 106 loads of coal, were charged in the commissioners books to Samuel Norwood, and Co. amounting to £. 254 5 0; a junction was afterwards formed between Mr. Bayley, one of the purchasers of the White Marsh furnace, and the purchasers of the Nottingham forges. Mr. Garretson applied to the general assembly for relief, and at November session 1784, the following resolve passed both houses.

By the HOUSE OF DELEGATES, January 6, 1785.

Whereas it appears to the general assembly, that Job Garretson, of Baltimore county, in the year 1781, bought of the state seven hundred and fifty acres of land, part of the property of the late Principio company, at six pounds fifteen shillings per acre, for which the said Garretson bonded as the law directs; that by actual measurement the same only contains six hundred and sixty-one acres, which leaves eighty-nine acres short, as appears by the certificate of the surveyor appointed by the commissioners of confiscated British property; that the said Garretson bought all the property on the land called Buck-range, or the Lancashire furnace, except the negroes, live stock, and household furniture; that there were three hundred loads of coal, and three hundred and thirty-two tons of ore taken away by order of the commissioners aforesaid, and that considerable damage was committed upon the furnace aforesaid, after the sale and before the delivery;

RESOLVED, That the intendant of the revenue be required and directed to adjust and settle the same with the said Garretson, and in case of diversity of sentiment, that the same be referred to three disinterested persons to be nominated by the said intendant and Garretson, who upon hearing all the circumstances on oath, shall settle and adjust the same.

By order,

W. HARWOOD, clk. ho. del.

By order,

J. DORSEY, clk. sen.

In consequence of this resolve, arbitrators were appointed, who have lately determined and awarded, that the actual damage upon the property purchased by said Garretson amounted to the sum of £. 3500, with interest from the 11th day of September 1781, which will add to the sum £. 783 6 8, so that in this transaction of the commissioners, the state having received bond for £. 5062 10, and being obliged to pay £. 3283 6 8, loses the sum last mentioned. The deficiency of the land purchased made no part of the sum determined by the arbitrators, Mr. Garretson having before had credit for it, amounting to £. 634 10.

What reasons are given by you and colonel Ramsey to reconcile us to this heavy loss? It is alleged, that Mr. Russell had the care and management of this ore and coal. This is contradicted by the entry in your books, in which the part you account for is charged. And it is also contradicted by colonel Ramsey's letter, wherein it appears, that he either sold, or was acquainted with the sale of such part of this subject, as he chose to credit the state for. And it also appears, from Mr. Russell's accounts, now in the auditor's office, that he had nothing to do with the ore and coal, for there is not a title respecting these articles in his accounts; and as you say he was interested in the subject, and would not suffer it to be wasted, it may be fairly concluded, if this ore and coal had been committed to him, some entry respecting it would have been made in his accounts. And as Mr. Russell's superintendence of the works ceased when the commissioners sold them, if any subject was committed to him by them, they certainly would have made some minute of this in their books, or have taken something from him, to shew that he had received the articles from them; no such thing is done or pretended by you, and the attempt to throw the blame of the misconduct of the commissioners on a dead man, is an ungenerous artifice, not uncommon with men who have no other way of making their escape from censure.

Mr. Russell, it is said, came to Annapolis to settle his accounts with the intendancy; why the settlement did not take place, is unknown: This is thrown out to induce a belief that I was to blame in the delay of settlement with Mr. Russell. What was the cause the account was not settled, I do not know; very probably no person was blameable; but it is at least known both to you and colonel Ramsey, that the intendancy had nothing to do with the accounts until they were passed by the auditor; and it is also known, that these accounts were never settled by the auditor, and therefore the intendancy was not at all answerable for the delay; but in this, as in all the representations made by you and your colleague, material circumstances are suppressed, and you leave those who read your performances, to infer censure where you are convinced none is merited upon a just state of the case.

You assert, that I acknowledged before the council, that from testimony disclosed upon the arbitration, "I was of opinion Mr. Garretson had no right to the ore and coal;" this is a palpable misrepresentation. I said before the governor and council, that whatever might be the terms of sale, I was satisfied from information I received during the arbitration, "that it was not the intention of the commissioner to sell the ore and coal, because I had reason to believe he intended it for another purpose;" but though his design might have been to reserve this ore and coal for a different purpose, yet if the terms of sale were so extensive as to include this subject, and the design of the seller to reserve it, were not declared, but kept within his own bosom, it must be obvious that the purchaser would have a right to it.

I mentioned the sale of property to Aquila Johns nominally, but really to colonel Ramsey, as improper conduct of the commissioner engaged in this management. You and colonel Ramsey have endeavoured to obviate the censure which ought to fall on him for this transaction, and the conduct of both upon this has been in perfect agreement with that which you both have practised upon all former occasions. First you abuse me for misrepresentation, then give a defective and deceitful state of the case, and with many professions, and some observations suited to impose on those who will not examine minutely, you flatter yourselves that you have been dexterously extricated from the charge; but you are much mistaken if you suppose these manœuvres will avail. Troublesome as it is to state truly the facts in every case which you misrepresent, it shall be done rather than you should escape the just judgement of the public. In my former publication I stated in short the substance of the transaction now referred to. The account given of it by you and colonel Ramsey renders it necessary that I should give the following particular state, both of the laws and the facts which are connected with the case. The property purchased in the name of Mr. Johns had been the property of Potterell's heirs, and of James Christie, and was vested in the commissioners for the state by the act for confiscating British property. The legislature, at October session 1780, passed an act "to settle and adjust the accounts of the troops of this state in the service of the United States, and for other purposes therein mentioned." In the twelfth section of this act, Talbot's or New Cornaught manor, and several other manors in different counties, having been formerly the property of the late proprietary, and confiscated, were set apart and burdened with the payment of the money

due upon certificates, granted to the officers and soldiers, and it was declared, "that the said certificates should and might be received for the principal and interest due thereon as specie, rating Spanish dollars at seven shillings and six pence each, in payment for the said lands, or any other British property to be sold in this state, except that specially engaged to sink the new bills of credit, and such as was or should be specially engaged for the security, and payment of loans to be made to this state; provided, that in case so many of the said certificates shall be paid in on sales of other property, as that the said manors shall be greatly more than sufficient and adequate security for the residue, the general assembly may apply to any other purposes any part of the said manors, leaving amply sufficient to secure the full payment of the other out standing certificates." The legislature afterwards, at the same session, passed an act "to procure a loan, and for the sale of escheat lands and the other confiscated property therein mentioned," with the following preamble:

"Whereas it is necessary to procure a sum of specie for the relief of such of the quota of the troops of this state in the continental service as are prisoners with the enemy, clothing for the recruits to be raised in this state, and a sum of money to defray the immediate and necessary expenses of government, until the taxes imposed by act of this session can be collected."

After making provisions respecting the loan and escheat lands in the seventh section of this law, it is enacted, "that the commissioners should sell sundry parcels of confiscated property, among which was the property of Potterell's heirs, and James Christie, bought in the name of Aquila Johns, as before mentioned, on the terms of paying one fifth part of the sum bid in specie at the rate of seven shillings and six pence per Spanish dollar, and the remaining four fifth parts thereof in the new bills of credit emitted by this state, and the new continental bills of credit emitted in this state, at seven shillings and six pence per dollar, the specie to be paid within three weeks from the day of sale, one half of the bills of credit to be paid within two months after the said sale, and the remainder within four months from the sale; but if the first and second payments should not be made by the times limited, the commissioners might advertise and expose the land again for sale; if the first payment should be made, and the second neglected, the first payment should be forfeited; but if default should be made in the last payment, the second being made, no conveyance shall be made till the last payment shall be made up with ten per cent interest."

In pursuance of the act last mentioned, the following advertisement was published in the Annapolis, and I suppose also in the Baltimore news-papers:

"PUBLIC AUCTION. March 12, 1781.

"Whereas the general assembly at their last session did enact, "That the following lots, to wit, No. 11, 38, 40 and 41, in Baltimore-town, and the land adjoining or near to Baltimore-town, belonging to the heirs of Edward Potterell, late of the kingdom of Ireland; the property of Anthony Bacon, John Eversfield, George and Andrew Buchanan, James Brown and company, Mackie, Spiers and company, Mackie, Spiers, French and company, James Christie, John Buchanan, John Glasford and company, the heirs of Samuel Hyde, the heirs of Thomas Bladen, all of Great-Britain," should be sold at auction:

"Notice is hereby given, that all the property late belonging to any or all of the aforesaid persons, lying in or adjoining to Baltimore town, will be exposed to sale on Wednesday the 4th of April next, at the court-house in said town, on the following terms, viz. One fifth part of the purchase money to be paid in specie within three weeks from the day of sale, the remaining four fifths in the new bills of credit emitted by this state, and the new continental bills of credit emitted in this state, one half to be paid in two months, the other half within four months from the day of sale.

"By order of the commissioners,

"THOMAS YATES, auctioneer.

"N. B. The commissioners appointed to preserve confiscated British property are now attending in Baltimore-town."

The sale took place on the day mentioned in the said advertisement. The lands were set up I presume agreeably to the advertisement, and the sales to Mr. Johns and others entered on the commissioners' books in the following terms:

"Sales of property which belonged to Potterell's heirs, James Christie, junior, E. Mackie, and Messrs. James and Robert Christie, sold at Baltimore-town on the 4th day of April 1781; terms one fifth in specie in three weeks, four fifths in black and state continental, half in two, the other in four months."

The purchasers, captain Johns among others (I presume by direction of colonel Ramsey for whom he bought) tendered certificates at par with specie for the first payment, the value of certificates, compared with specie at that time, being seven or eight for one, in consequence of which no money was received, and the purposes designed by the legislature defeated. The assembly, composed of the same members who passed the acts of October session 1780, at their session in May 1781, finding that the important purposes of the act of 1780 were likely to be defeated, passed an act, chap. 20, to explain and amend the "act to settle and adjust the accounts of

the troops of this state in the service of the United States, and for other purposes therein mentioned," with the following preamble:

"Whereas, on the sale by the commissioners appointed to preserve confiscated British property, of some lots and parcels of land in or near Baltimore-town, some of the purchasers have tendered the first payment in certificates issued by the commissioner appointed to settle the accounts of the state troops, and it was the evident intention of the assembly, that the first payment should be in specie only, and the property would have sold for a much greater price if the bidders and others had been informed, or believed that such certificates would have been received in payment."

It is then enacted, that if the purchasers will pay the fifth in specie by the 20th of July then next, and make the other payments in bills of credit on days mentioned in the act, that they should be entitled to the property purchased; and upon failure of the purchasers making the first payment as aforesaid, then the commissioners to expose the property to sale, and the legislature declaring, that it was not their intention to preclude the established courts of justice from determining on the said contracts, or the execution thereof.

The same act provides, that "if any of the purchasers should insist on a conveyance upon the terms of making the first payment in certificates, and filing a bill in chancery by the 10th of July then next, the land was not to be resold, and that the party might, if he chose, commence his action for damages, and if any recovered the state would be answerable."

The purchasers, Mr. Johns among others, within the time mentioned in the act last mentioned, filed their bills in chancery against the commissioners to compel a conveyance of the property, claiming a right to make the first payment in certificates, and offering to pay or secure the others in bills of credit. The attorney-general being a purchaser to the amount of £. 2360, and having filed a bill also, it could not be reasonably expected that he should appear for the state in the case, an appearance was entered for the commissioners on behalf of the state by another gentleman of the profession. The cause continued without any thing final having been done until the act for consolidating the funds, &c. passed, upon which most of the purchasers discontinued their suits. The bill in the name of Mr. Johns was struck off, he paying costs, no payment for the property was made by him, nor any bond given, and a suit was commenced against him and judgment obtained, as I before mentioned; but it seems the judgment was not final until the last term, and nothing is yet paid for this valuable property, although Mr. Johns or his friend has kept the possession of and used the property from the time of the sale.

The above facts make a full state of this case, and it must be admitted that the object intended to be accomplished by the legislature was as effectually defeated by filing bills in chancery, as if certificates had been received; whether this was right is now to be examined. The first question to be considered is, whether by a fair construction of the acts of October 1780, certificates under the first act ought to have been tendered and received for property sold under the latter act. The solution of this question will depend upon the single consideration; whether it was the intention of the legislature that certificates should be received for the first payment of the property directed to be sold for specie. In the construction of acts of assembly the rule is, that the intention of the legislature must govern; to discover the intention in the present case, it will be proper to inquire what was the object intended to be attained by passing the act for "procuring a loan, and for the sale of escheat and confiscated lands;" the preamble tells us it was to procure a sum of specie for the immediate relief of our prisoners, clothing for the recruits, and to defray the immediate expenses of government. Would certificates answer these purposes? certainly not; and therefore it must be clear that it was not the intention of the legislature that they should be received in lieu of specie for property sold under this act, unless we suppose that the assembly having particular objects in view intended to defeat the attainment of them, and this supposition cannot be made, if the members of the assembly were in their senses, and acted as all rational beings do. If then it was clearly the intention of this act, that specie should be received, and not certificates, for the first payment, and the two acts considered as distinct and separate laws; let us consider what effect the act for procuring a loan, &c. would have, in case the act "to settle and adjust the accounts, &c." was contrary to it. I have always understood, that it is a maxim that "subsequent laws repeal prior contrary laws," although there be no express words of repeal in the subsequent law; the last will of the legislature expressed in the form of a law makes the rule, and all contrary provisions antecedently made are done away by the expression of this last will. If the first and second laws can be reconciled, they ought to receive a consistent construction, and the laws must be substantially contrary to warrant such a construction as will have the effect of the last law being a repeal to the first. If, in the present case, the provision in the act to settle and adjust the accounts, &c. is contrary to the subsequent act to procure a loan, &c. the prior provision will be repealed by the subsequent law. If there is no inconsistency in the two laws, it must be by construing the first so as not to make payments in certificates valid for pro-

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erty sold under the latter law; for it has been shown that it is impossible that a construction which makes certificates receivable can be consistent with the latter act. If the two acts are considered as distinct and separate laws, those who maintain the opinion that certificates could be paid for the property referred to, must take one of two grounds; either that the prior repeals the subsequent act, or that the prior act could not be repealed by the legislature; the first is contrary to the known rule in the case, the last is directly contrary to the constitutional powers of the legislature. I admit that where funds are appropriated for particular purposes, such as to pay the state debt, or to redeem state securities, that it would be improper for the legislature, after purchases of the securities had been made upon the faith of the pledge, to apply the funds to other purposes; but this is a rule to govern their conduct, and not to make void their acts. In the present instance there can be no pretence of deception upon purchasers of certificates, for the two acts passed, I believe, within a few days of each other, both received the seals, and were promulgated together, and the acts always being in the power of the two houses until they receive the seals, it is not supposable that people were so intent on speculation, as to begin upon the acts before they had received the final sanction required by the constitution, and before colonel Ramsey, or those who tendered certificates, can claim to be purchasers of certificates under the funds alleged to be pledged by the "act to settle accounts, &c." they must show that they purchased after this act passed the legislature, and before the "act to procure a loan, &c." passed. Colonel Ramsey has shewn the contrary, for he alleges his certificates were personally earned. Infer from the wording of the act to settle accounts, &c. that the different bills for appropriating confiscated property were drawn and laid before the assembly for consideration at the same time; it is said, in the session quoted, such as is or shall be specially engaged, which implies that something was done towards the bill for procuring a loan, &c. It is certain that both acts passed at the same session, and so far as respects the present question upon the same subject; and in such case I believe the rule is, that the two acts shall be taken together, and considered as one law, and such construction given upon the whole as will correspond with the intention of the legislature. Suppose this rule is adopted, and the two acts, with the respective preambles to each part, are put together, and the true meaning of the legislature is to be thence collected, I believe no person inclined to form a true judgment would entertain the smallest doubt, but that the legislature intended that specie only should be paid, for this obvious reason, that specie alone could attain the objects designed to be accomplished, and that the engagement to receive certificates as specie for property thereafter to be sold, must be so construed as to exclude the property then directed to be sold for specie: by this construction the objects of the sale are preserved, and the promise to the owners of certificates is not destroyed, but the subjects upon which it is to operate are limited. By a contrary construction the design of the sale is entirely frustrated. If it be said that the words in the first act, only except property pledged, or to be pledged for a loan, it is answered, that in the construction of acts of assembly, the words must be so restrained or extended as to correspond with the certain intention of the legislature, expressed or implied in the same act, or in a subsequent act upon the same subject; and as the money intended to be raised by a sale of property was for the same purposes as the money intended to be raised by loan. The property directed to be sold, though not by express words, yet, by an intention as certainly shewn as if express words had been used, was equally exempted from being paid for in certificates, as was the property pledged for a loan. And it may be further observed, that if these acts are taken together, and it is impossible to reconcile the preceding with the subsequent parts, that the subsequent will prevail. By construing the two acts in the manner I have suggested, and as it appears to me, according to their plain and obvious meaning, no absurdity follows, no injury is done; but, by the construction you contend for, the most absurd consequences are produced; and those persons, our prisoners with the enemy, whom the state was particularly obliged to preserve, were left to perish for want of a provision. The construction I support, is confirmed by the opinion of the legislature at their session immediately after the transaction; and though I admit their declaration is not conclusive, yet it is of considerable weight, especially as they say it was evidently not the intention of the law-makers that certificates should be paid, an expression which shews, that in their opinion the case was perfectly clear.

It may be added to these observations, that it being certain, from the expression of the last act, that the four fifths of the purchase money for the property to be sold was to be paid in bills of credit, there could be no pretence that certificates were receivable in lieu of these bills; and this being the case, it will follow, according to the doctrine of you and colonel Ramsey, that the certificates could not be tendered to pay the least valuable part of the purchase money, yet they were tenderable for the most valuable part. This introduces another absurdity upon your construction. The circumstances of bills of credit being made payable for part of the purchase money,

is an additional proof, that the property intended to be sold was meant by the legislature to be altogether excluded from the payments in certificates; for if this property was meant to be pledged for certificates, it would have been as inconsistent to direct that four fifths should be paid in bills of credit, as that one fifth should be paid in specie. It is admitted by colonel Ramsey, that the two acts were differently construed, and understood by different persons; but whatever difference of opinion there might have been respecting the legal operation of the two acts, every body must have agreed, that certificates could neither furnish our prisoners with food, or our recruits with clothing; and that of course these great and pressing objects which were intended to be provided for, would be defeated by receiving certificates for the property. This being the case, the officer of the state appointed to carry the views of the legislature into effect, ought not to have given countenance to an opinion destructive of the views of the legislature, by interesting himself in a purchase upon principles which could never be reconciled with the attainment of the end designed by the sale; and when the commissioners discovered the design of tendering the certificates, which it is admitted they did before the sale began, instead of becoming purchasers and realizing certificates, they ought to have postponed the sale altogether; but the bait was too tempting; the opportunity too favourable to be lost. It is more than probable that to this desire in the commissioner to realize his certificates, and to his acuteness at discovering the most profitable construction of acts of assembly, may be attributed the loss of a considerable sum of specie to the state, and all the consequences, both to the recruits and prisoners, which flowed from want of money. At that time many of our countrymen were prisoners with an enemy whose conduct towards them was cruel and destructive, and in nothing more so than in allowances for their support. The state intended to rescue them from destitution by a seasonable supply of money, but the commissioner's certificates must be realized. Let recruits go naked, let prisoners perish for want, it will be all one to them a thousand years hence: And he wished to enjoy the present moment! and with rich viands and a flowing bowl, an approving conscience will always whisper consolations, which those who suffered by his acquisitions can never destroy.

To palliate the infringement of public duty, colonel Ramsey suggests, that the greater part of the property was purchased by officers of the Maryland line, with a view to realize their certificates. This assertion is contradicted by the commissioner's sale book, page 1, by which it appears that the greater part of the property was bought by persons in Baltimore-town, who had never been in the army, and that, the purchase made by Mr. Johns for colonel Ramsey excepted, there were but two officers of the army, and an issuing commissary, who bought property at this sale, and all of them lived at Baltimore-town. If it was right that any officers should realize their certificates in this manner, all the officers ought to have had an equal chance to share this advantage; but as there was no doubt respecting the construction of the law in any part of the state, except in Baltimore-town, where colonel Ramsey was, and it never could occur to any officer who read the advertisement for the sale of this property that certificates would be received for the first payment, it would follow that this advantage of realizing certificates would be confined to the officers who resided at or near the place of sale, where alone it had been settled that certificates were to be received; specie at that time being very scarce, few were possessed of it; certificates were plenty, and in the hands of all the officers; and bills of credit were also plenty; no officer reading the advertisement, and not having specie, would think of attending the sale, because not prepared to make the first payment for the property; but suppose the land had been advertised to be sold for one fifth specie or certificates, and the other four fifths in bills of credit, which ought to have been done, if the true construction of the acts would have warranted a sale upon such terms, the property certainly would have sold for a price greatly beyond what it did, because then all officers and others who had certificates and wished to realize them, upon a supposition it could be fairly done, would have attended the sale either personally or by agents, and the competition and great quantity of certificates being brought to be realized, would have increased the price of the property. By the management of the commissioners the state failed in the design of procuring specie, without having the full advantage of selling for depreciated paper. Colonel Ramsey alleges, that it was known at the sale that the purchase was made by captain Johns for him, and the reason it was not charged to him in the commissioner's books was, that he being one of the commissioners could not have received a conveyance from the commissioners for the property. I think it very probable that it was known to some of those who became purchasers with intention to realize their certificates, that the commissioner was joined in the same scheme, and that they would have his weight and assistance in accomplishing the design, it was necessary that this should be known to the purchasers, because, otherwise some of them might have been induced to pay specie, and if this had been done by any of the purchasers, the delicacy of the commissioner's situation might have obliged him to have paid specie also;

but when it was known that the state's officer intended to pay certificates, all the other purchasers would conclude, that he who was intrusted with the execution of the business, must know the design of the legislature, and therefore his example would be followed by all; but that the assembly, at their session immediately after the sale, knew nothing of the commissioner being so deeply instrumental in frustrating their views as he was; I can venture to assert: and if it had been known, that he was a purchaser intending to pay certificates, I think that there is not the least doubt but he would have been deprived of the capacity to do the like mischief by similar practices. The fact, that the purchase was made for col. Ramsey, was not known to me until October general court, 1785, when Mr. M. Laughlin, sheriff of Baltimore county, shewed me the colonel's letter, wherein he had promised to be special bail for Mr. Johns, if necessary.

It would seem, from the preamble of the act of May session, 1781, above quoted, that the assembly who I presume recited the transaction from the commissioner's report of it to them, that it was not generally disclosed, even to the persons who attended the sale, that certificates were receivable for property sold. The legislature declare, "that the property would have sold for a much greater price if the bidders and others had been informed, or believed that certificates would have been received in payment." This is very different from the account which col. Ramsey now gives of the transaction; for he declares, that the bidders for the property were under an impression that the first payment was to be made in certificates, and hence the property sold much higher than it otherwise would have done: it remains with him to ascertain the fact to be different from what is declared by the legislature, and to shew that the assembly received their information not from the commissioners, but from other persons: if this is not done, it may be fairly concluded, that the fact is now stated different from what it formerly was, and from the truth, to answer the present purpose of framing an excuse for the commissioner's conduct. The pretence that a commissioner could not be entered as a purchaser, because a conveyance could not be made to him, is perfectly frivolous: for if it was lawful for a trustee to be a purchaser as the seizure of all British property was in the commissioners for the use of the state, a conveyance, if any was necessary, from the other commissioners to colonel Ramsey, would have been as effectual as if a conveyance had been made by three commissioners to Mr. Johns, and from him to colonel Ramsey. If it was not lawful for the commissioner being a trustee to purchase directly, it was certainly illegal for him to purchase indirectly; and if, as it is now suggested, Mr. Johns's name was only used to make a purchaser, who could receive a conveyance according to col. Ramsey's ideas of law, and not for the purpose of concealment; it ought to have been noted on the commissioners books for what purpose and for whose use Mr. Johns was a purchaser. This would have fully answered the design of making a purchaser to receive a conveyance, and then the whole transaction would have been known; colonel Ramsey could certainly have paid the money, or made himself liable for it, no rule of law prevented this being done. The assembly would have then had the whole truth disclosed to them, and might have formed a proper judgment on it, and from no entry shewing the whole truth being made on the commissioners books, or reported to the assembly; there is reason to believe that the business was conducted in the indirect manner to conceal from the legislature the part their commissioner had in defeating the design he was bound by every tie to promote.

To be Continued.

DAN. or ST. THO. JENIFER.

To the PUBLIC.

AS soon as there is room in this Gazette, a full answer will be given to Mr. Jenifer's publications. At present I shall only remark, that his assertion, that "I have, for the purpose of making an attack on him, been selected as the most likely of his enemies to gain credit with the public," is an impudent, base, and infamous falsehood. The defence of my character against the secret slanders which he intended to give in his letter to a gentleman in Cecil county, and which is published in this paper of the 5th of October last, was my inducement to write. A perusal of that letter will shew, that the attack was made by him, and, I presume, it will be thought a wanton and unprovoked attack.

G. DUVALL.

December 5, 1786.

L O N D O N, September 21.

LORD Walsingham will not expect any commendation for his resignation of the Irish vice-treasurership; as that event followed of course, from his appointment to a foreign embassy. The vice-treasurership is not disposed of; nor is it at all certain to whom it will fall; though Mr. Eden's abilities, and his late intense application to the business of the public, give him of all others, the best claim to it. It is far from improbable that he will be the man.

The dissensions in Holland are alarming to none but the Dutch. They never can, by any consequence, affect the security of Britain.

The emperor of Germany has refused the Dutch the privilege of exporting their herrings into the Austrian Netherlands.

A correspondent wishes us to hint, that a commercial treaty between England and the dey of Algiers, might be very beneficial; the purpose of which should be, that the dey takes all our convicts in exchange for

any commodities or favours he may think fit to send us. Or even, if he will give security for their being never able to return, might it not be an object to send them to Algiers without any compensation. The idea of such banishment would operate with far more force than the idea of the gallows.

N E W - Y O R K , November 18.

By a gentleman who came passenger in the ship Jenny, captain Smith, we are favoured with the following:

Extra of a letter from captain Thompson, from on board a Portuguese frigate, cruising against the Algerines, to his friend commodore Hardcastle in Lisbon.

"Yesterday morning about four o'clock, a large Algerine xebec, mounting 14 guns, which for several days remained under shelter of the rock, came out under a very brisk breeze, passing most of the cruisers except the Triton, who immediately engaged with her at a leagues distance, giving chase at the same time, the xebec then standing with her head to the eastward and the Triton to the N. E. the xebec out sailing her withal. About 11 o'clock the wind veering round to the eastward and the other Portuguese cruisers being then stationed to the westward, gave the Triton an opportunity of forcing the xebec for the land; coming up with her about four o'clock a smart firing commenced by both; the xebec finding herself overpowered run for the shore, when the crew quitted her, consisting of about 130 men and 8 missing, who were supposed to be lost in the action. About eight o'clock the same evening she was set fire to, and this morning we had the pleasure of seeing her burnt down to the keel."

PHILADELPHIA, November 29.

Accounts from Savannah of November 2, say—Letters received in town last night by the stage from Augusta, mention an express having arrived there from the commissioners, with an account of their having concluded the treaty with the Creek Indians.

Extra of a letter dated Flint River, August 22.

"The people are all ordered off the Oconee lands, and if they go, the Indians will be quiet, if not, when the time is expired, which is the last of September, then they are to fall on the white people. It seems the Chickataws have all promised to join the Creeks. Seven hundred northward Indians arrived, and settled along side the Chickataws, who say they will be our enemies when once the Creeks begin. McGilivray is determined the Oconee lands shall not be settled."

Extra of a letter from Flint river, August 3.

"The inclosed is a letter I wrote a few days ago and sent express, but the waters were so high, the man was obliged to return—I have therefore sent them by another hand. I set off in a few days and am in hopes shall be out of the nation before any mischief is done. A Cherokee half breed a few days ago informed me, that some of the Creek Indians from the upper part of the nation had fired upon two white men that were coming into the Cherokees from some of the white settlements back of the Cherokees, killed one and wounded the other—they scalped them both, and the wounded man recovered and got home again. The Indians were followed by a party of white people, who came on a camp of Creeks, killed one Indian and wounded another, who gives an account of some white people being lately killed by the Cherokees. Several gangs of Indians are gone down to Pensacola to bring up ammunition; none are to get a y but those who are recommended by Mr. McGilivray. I believe, if proper measures were taken, satisfaction might be obtained for what mischief has been done. But Mr. McGilivray, it seems, is determined the Oconee lands shall not be settled if he can help it."

ANNAPOLIS, December 14.

The honourable William Harrison, William Hindman, Uriah Forrest, David Ross, and Nathaniel Ramsey, Esquires, are elected delegates to represent this state in congress for the ensuing year.

By the **HOUSE OF DELEGATES**, December 6, 1786.

RESOLVED, That no allowance be made to any collector for certificates suggested to be received before the sixth day of December, seventeen hundred and eighty-six, for the taxes imposed at November session seventeen hundred and eighty-three, and November session seventeen hundred and eighty-four, and which became payable in seventeen hundred and eighty-four, and seventeen hundred and eighty-five, before the collector shall make oath (to be administered by either of the treasurers) that the certificate offered to be paid was, before the sixth day of December aforesaid, bona fide received from, or discounted with, the persons liable to pay the said taxes in the respective years in which such taxes were payable, and that such certificates were not directly or indirectly furnished to or for the parties, or to or for any of them, by such collector, or by any other person for him; and that no collector shall have a credit for any certificates suggested to be received after the said sixth day of December aforesaid, for the taxes aforesaid, unless he shall return two lists of all the certificates for which he shall request a credit, with their numbers, dates and sums, and the names of the persons from whom received, and make oath (to be administered by either of the treasurers) to be endorsed on said list, that the certificates mentioned in such list, and requested to be allowed such collector, were, since the said sixth day of December aforesaid, actually, really and truly, and without any deceit or fraud, received in payment of the assessment due on the property in his county in the years aforesaid, and from the person named in such list, except only change, if any, given on the receipt of the said certificates, in which case he gave certificates in change as far as in his power, and money only for the balance, and that such certificates were not directly or indirectly furnished to or for the

parties, or to or for any of them, by such collector, or by any other person for him.

By order,

W. HARWOOD, clk.

By the **SENATE**, December 6, 1786.

Read and assented to.

By order,

J. DORSEY, clk.

ORDERED, That the said resolution be published in the Maryland Gazette and Baltimore Journal.

By order,

W. HARWOOD, cl. ho. del.

To the **PUBLIC**.

IMPRESSED with a sense of duty to the Almighty as well as compassion to my fellow creatures, and gratitude to *Doctor Tyler*, I am bound to offer the following happy and remarkable case of my own.

I, the subscriber, of Frederick Town, Maryland, aged sixty one years, doth hereby certify, that after being entirely deprived of my eye-sight for near six years, it is now restored by an operation performed by *Doctor Tyler* of this town, who has since operated on two of my acquaintance with great success.

As witness my hand,
FREDERICK BAKER.
Frederick-town November 20, 1786.

December 7, 1786.

THE members of the Upper-Mariborough assembly are requested to attend at Mr. Halkerton's, on Tuesday the 19th inst.

November 2, 1786.

WHEREAS the business of Charles county court has been greatly retarded and delayed by the non attendance of Thomas Stone, Esq; practicing attorney of the said court, whereby the docket has been loaded and swelled to a most enormous size, we therefore think proper to give this public notice, that from this time no action or suit will be delayed on account of the non-attendance of the gentlemen of the bar, but at April term next, the causes will be taken in course, as they stand on the docket, and either heard by other counsel, struck off, or further continued, as particular circumstances (in justice to the suitors) may require.

WALTER HANSON,
JOHN DENT,
SAMUEL HANSON, jun.
RICHARD BARNES.

Annapolis, December 6, 1786.

STOPP at my shop, a large gold RING, with a hair under the stone, which was brought by a negro boy, who says it was found on the race ground at the time of the races. Whoever has lost said ring, may have it again on describing it and paying charges.

Calvert county, November 9, 1786.

COMMITTED to my custody as a runaway, a negro man who says his name is DICK, and belongs to Peter Grimms, of Baltimore county about 15 miles above Baltimore-town; he is about 30 years old, black complexion, 5 feet 6 inches high, well made, has a small scar on his left cheek; has on an old gray farnought jacket, old check and brown linen shirts, old linen breeches, yarn stockings, new shoes, and a good felt hat. The owner is desired to take him away and pay charges to

W. ALLEN, sheriff
of Calvert county.

July 14, 1786.

COMMITTED to my custody as a runaway, a lusty, well set negro man who says his name is WILLIS, and that he is a house carpenter, appears to be about thirty years of age, says he belongs to Jeremiah Brown, who lived in Harford county, North-Carolina, but has removed into Mecklenburg county, in Virginia. His master is desired to come and take him away and pay charges, by the 30th of December next, or he will then be sold at Mr. George Mann's tavern, in Annapolis, for his prison fees.

DAVID STEUART, sheriff
Anne Arundel county

To be **SOLD**, at **PRIVATE SALE**, on twelve or eighteen months credit,

THREE young negro women and seven children, boys and girls, which will be sold with their mothers. Any person inclinable to purchase, may see the negroes by applying to the subscriber, at his store, in Cornhill-street.

RICHARD MACKUBIN.



TAKEN up as a stray, by Thomas Bicknell, living near the Head of South river, in Anne-Arundel county, a brown MARE, about thirteen hands and an half high, seven years old, has a star in her forehead, neither docked nor branded, paces, trots, and gallops. The owner may have her again on proving property and paying charges.

October 9, 1786.

I INTEND to petition the next general assembly for restitution of, or compensation for, that part of my confiscated property which remains unsold.

JOHN SHUTTLEWORTH.

Port-Tobacco, September 16, 1786.

THIS is to give notice, that a petition will be presented to the next general assembly, that part of the main road which leads from Port-Tobacco to the old court-house, may be moved up a valley through the reverend Mr. Leonard Neale's plantation.

NOTICE is hereby given, that we intend to take the depositions of witnesses to establish the will of Notley Maddock, late of Charles county, deceased, and to establish our right to lands devised from him, on Monday the twenty-seventh day of November next, at the house of Robert D. Semmes, in Port-Tobacco-town, of which all persons concerned are desired to take notice.

HENRY MADDOCKE,
NOTLEY MADDOCKE.

Charles county, October 12, 1786.

WHEREAS a certain William Copher, of Washington county, sold Thomas Courtney Reeves, part of two tracts of land, called Betty's Delight, containing sixty-two acres, and part of a tract called Mistake, containing forty-five acres, lying in Charles county; and the said lands by mistake were conveyed in the name of Thomas Charles Reeves, and since the said William Copher has moved off to Kentucky, but the said deed, for want of the proper name, being defective; this is to give notice, that I intend to apply to the next general assembly, praying an act may pass to give the same effect to the deed, as if the proper name had been mentioned, and likewise to have the said deed recorded agreeable to law.

THOMAS COURTNEY REEVES.

Annapolis, November 22, 1786.

Will be SOLD, on Monday the 18th of December next, at the dwelling house of Henry Jones, late of Anne-Arundel county, deceased, on Patuxent, about three miles from Queen-Anne, for the purpose of paying his debts,

SUNDRY articles of household furniture, some cattle and hories, and several valuable country born negroes. The terms of sale will be made known on that day, and begin at 10 o'clock.

THOMAS HARWOOD, executor
of Henry Jones.

Upper Marlborough, November 16, 1786.

ALL persons who have claims of any kind against the estate of Henry King, late of Prince-George's county, deceased, are desired to furnish their respective demands, properly authenticated, to Mr. Elias Tucker, at the register's office, in Upper Marlborough, in the county aforesaid, as soon as they conveniently can, he being authorized to settle and adjust the estate of the deceased. It being the wish of the subscriber to close the administration as soon as possible, and satisfy the claims of creditors, it is hoped they will be speedy in their application.

ROBERT SIM, administrator.

P. S. All persons indebted to the deceased are also requested to call on Mr. Elias Tucker, without delay, to settle and pay off the demands against them, as the situation of Henry King's affairs will not admit of long indulgence.

R. S. adm.

November 5, 1786.

THE subscribers, being the only surviving trustees for the charity-school, and the several tracts of land thereto belonging, in Talbot county, give notice, that they intend to apply to the next general assembly, for leave to vest in the commissioners of the poor house of the same county, the value of the said charity-school, and of the lands above mentioned.

MATTHEW FILGHMAN,
JOHN GORDON.

November 16 1786.

By the **COMMITTEE OF GRIEVANCES AND COURTS OF JUSTICE**,

NOTICE is hereby given, that the committee of grievances and courts of justice will sit every day, during the present session, from nine o'clock in the morning until three in the afternoon.

By order,
JOHN GASSAWAY, clk.

EIGHT DOLLARS REWARD.

Montgomery county, November 12, 1786.



RAN away from the subscriber, on the 18th instant, living within six miles of the court-house negro JAMES, a likely young fellow, about 24 years of age, and about 5 feet 8 or 9 inches high; had on when he went away a light coloured country lined coat, a dark gray barkin waistcoat, double breasted, a pair of old corduroy breeches, osabrig shirt, and felt hat. Whoever takes up the said slave and secures him in any goal, so that his master gets him again, shall receive four dollars if ten miles from home, and if twenty or a greater distance the above reward, paid by

ALLEN BOWIE.

N. B. All masters of vessels are earnestly requested to have the said negro committed to goal, should he offer to engage on board of their vessel.

A. B.

October 18, 1786.

Wanted immediately,
As an overseer,

A MAN that is well acquainted with the management of a number of negroes, and understands farming; none need apply that cannot be well recommended; with or without a family will be immaterial; good encouragement will be given to a man that understands his business. Inquire of the Printers.

THERE is at Talley's, the plantation of Mr. Ogle, a small handsome black MARE, which has a star, and her near hind foot white. The owner is desired to pay charges of advertising and take her away.

MARYLAND GAZETTE.

T H U R S D A Y, DECEMBER 21, 1786.

[Concluded from our last.]

To GABRIEL DUVAL, Esquire.

S I R,

It seems the delicacy of colonel Ramsey's situation prevented his receiving the certificates. It must be admitted, his situation, if known, was a delicate one, as he had become purchaser for near one seventh part of the property sold, and the only way of preventing a knowledge of this situation being communicated to the assembly, was, for the commissioners to refuse receiving certificates, for if Mr. Johns had paid certificates, which appeared to have been granted to colonel Ramsey, this would have lead to an inquiry which would have shewn who was the real purchaser of the property; this consequence of receiving the certificates was foreseen, and therefore they were not received. If delicacy had really restrained colonel Ramsey from receiving the certificates, it would have equally prevented his filing a bill in the name of Mr. Johns against himself, as one of the commissioners, praying that he might be compelled to convey an estate to a person who was to receive it for him, and which he would most willingly have done without any compulsion at all. But filing a bill in the name of Mr. Johns, did not lead to discover the true purchaser, and therefore delicacy, which delights in concealment, was gratified by the last mode of conducting the business, and would have been much shocked by the other, which would have exposed the whole transaction to public view.—In the states of this matter by you and colonel Ramsey, each omits material facts mentioned by the other, but you have both suppressed the following circumstances, the purposes for which the land was sold. That the sale was directed by a clause in the same act which pledges property to procure a loan, and that the property was advertised to be sold upon the terms of the first payment being made in specie. You contradict each other in one circumstance; he says, that the suit by Mr. Johns was ordered by him to be struck off, the plaintiff paying costs. You allege the state gave up the point.

In this controversy I have confined my observations to things which exist, and therefore shall not pretend to inquire into the state of colonel Ramsey's conscience; but if I may be allowed to hazard a conjecture upon such a subject, I think it most probable, that if his speculations had been as unfortunate as he asserts, his mental whispers would not be so pleasant as he suggests they are; and I can add, with great sincerity, that I believe if he had been really of opinion, that I could have been prevailed on to establish the commissioners claim by his adopting ideas of Indian, or African worship, that they certainly would have been tried; because to accomplish the same end by different means, there is no doubt but measures were taken by him equally troublesome, and equally disreputable.

You still insist, that the delay to settle the commissioners accounts was not intentional, that you were engaged in making sales in 1781, 1782, and 1783, most of which were upon the spur of the occasion; that surveys were not made of all the property sold until the year 1795; and you enumerate several other causes to delay the settlements of your accounts, most of them resting on your own assertion. I do not recollect any sale necessarily made with expedition, and upon the spur of occasion, except the one to raise a sum of specie under the act of October session 1780, the intended effects of which were entirely frustrated, with the concurrence of the commissioners, as has been shewn. It very generally happens, that hurry produces confusion, and vice versa, and probably these causes alternating their effects upon the commissioners, might have occasioned derangement in their affairs; but certainly they must have been in a sad state of perplexity, if they could not be brought to order in all the year 1784, when you admit there were few sales. I believe there were not of four made that year, three very trifling indeed, the fourth being the estate of Mr. Chalmers, did not take more than a week to complete the sale. The surveys alleged to be necessary to ascertain parts of your sales, could be no reason for delaying the settlement of many very important transactions, where no surveys are ever pretended to be necessary, and I am satisfied your accounts, as to all transactions before 1784, might have been as completely settled in the course of that year, as they have been since; and I am equally sure, that nothing but an apprehension that the officer who was empowered to settle them, would not give his sanction to the charges of the commissioners, prevented them from offering their accounts for settlement, for although I never supposed the commissioners would relinquish a just claim

because my opinion must be against them, yet I had every reason to believe they had no hope of succeeding in an unjust demand, if their accounts should be settled as directed by the legislature.

I quoted your letter of the 1st of September 1784, to shew, that as the difficulties which you now allege prevented a settlement of your accounts, did not exist when your letter was written; they must have been fabricated by you since our dispute began.—You seem to be aware of the force of this conclusion, and have shifted your ground from bad to worse.—In your first publication you alleged, that the commissioners accounts could not be settled before surveys and returns were made, which was not done till December 1785; when your letter, which bears testimony against this surmise, is quoted, why then colonel Ramsey had removed some of the official papers of the commissioners some time before the 1st of September 1784, and you could not get them until the act for consolidating the lands, &c. passed, about the first of January following; now these excuses cannot stand together, for if you were prevented settling your accounts for want of the papers colonel Ramsey carried away, which are not pretended to be returns of the surveys, then the surveys and returns could not have been the cause of delay; and if surveys and returns were necessary, then your having the papers, which had been taken away, would not have enabled you to comply with the engagement in your letter; but your using these contradictory pretences, will induce every reasonable man to give no credit to either; indeed you must suppose your readers credulous in the extreme, to imagine they will believe you were anxious to settle your public accounts, and yet took near four months to get some papers brought from Charles-town, Cecil county, to Annapolis, when it is known, that the post passes from one place to another every week. And that a messenger might have been sent for, and returned with, the papers, in four days. You have frequently stated, that the sales made by the commissioners were very high, and draw a comparison between them and the sales made by me, and suggest, that the sales made by the intendand do not average seven shillings and six-pence per acre, according to a report of a committee of the house of delegates.—Where did you find this report, for I never saw or heard of it? This assertion, like many others, opposed to fact, you would have believed upon the strength of your veracity, so often relied on, and so frequently violated. A committee of the house of delegates, at the last session of assembly, among other charges against the intendand, reported, "That large bodies of the confiscated lands sold by the intendand, did not net per acre so much as they would have done in ready money, had they been declared vacant and liable to be affected by common or special warrants, and consequently, appeared to have been sold very low, and greatly to the loss of the state." But these large bodies of land mentioned by the committee, were the lowest of the intendand's sales, being reserves in Harford and Baltimore counties, and Talbot's manor in Cecil county; considerable parts of them under leases for ninety-nine years, at a very low rent, and the unincumbered parts extremely poor, and the intendand being directed by law to let the tenants and settlers have them at a reasonable and moderate value, without valuing the improvements. The committee did not report any average of the lands sold by the intendand, as you allege; and the attempt to deceive, by a state of this report, contrary to your knowledge of the fact, when upon the least reflection it would have occurred that you would be detected, will lead every thinking mind to form a just opinion both of your head and heart. You know also, that upon the discussion of the report of the committee before the house of delegates, all the members from the counties in which the low priced lands lay, and your colleague, colonel Ramsey, with the others, declared to the house, that the lands were sold for their full value; and you also know, that this report of the committee was by the house rejected in the whole, and a vote of approbation passed upon the intendand's conduct. What is the average per acre of the lands sold by me while intendand I cannot exactly ascertain, but I am satisfied it will appear to any person who may examine the subject, that the lands sold by the intendand averaged more for the state, in proportion to their real value, than those sold by the commissioners; for though it is admitted, that in some instances the commissioners sold lands at an high price, it is certainly true, that in many instances their high priced sales were of no benefit to the state, unless paying a commission for the sale without receiving, or securing one farthing of the purchase money, can be considered as a public advantage. Witness the first sales of

land to Mr. Long, of James's Park to Ridgely, and Co. and others, which I have before mentioned. Some of the property, and that of considerable value too, it is clear, was not sold by the commissioners at full price, although they have frequently alleged that it was.—I mean the Nottingham Iron-works lands, which I have been informed were sold by the company who first purchased, to a second company for twenty-five tons of bar-iron, added to the first purchase money, bar iron being then worth at least 40l. per ton; and also that colonel Ramsey, who was of the first company, and also held one eighth of the works in the second company, sold his eighth for a lot or lots in Annapolis and cash, to the value of 600l. specie, above what he gave for it; an estimate founded on his sale would prove that the property sold for the state 4800l. specie below its value, which was at the time of sale equal to 13400l. in the bills of credit, for which the property was pledged.

It seems the charge against the commissioners for not having taken and lodged bonds in the treasury agreeably to law provoked you to rage. The charge being true, had the effect upon you which generally takes place when arguments are used against dull ungenerous souls, who have neither ingenuity to answer, or candour to admit their force, they get angry, rave and abuse. But though this conduct may satisfy yourself, it will not pay the state one shilling of the loss sustained by the neglect of duty I charged you with. It is impossible for me to know certainly all the management in taking or changing securities before bonds were properly lodged in the treasury. But in one instance, I refer to the Nottingham company's property; from every information I have been able to obtain, bonds of persons who were not the purchasers from the state, to the amount of £. 22,353 were lodged by the commissioners to secure the payment of the purchase money to the state. Whether the state will ever receive the full sums as above bonded for, is very questionable, there is no doubt but those who were purchasers from the state were able to pay. And the law directs that bonds should be taken from the purchasers with two securities, each having lands assessed to the value of the purchase, of the black money part, if indeed the security to the state was bettered by taking bonds of different persons than the purchasers, there would be no cause of censure, but where the security is lessened by the change, I think it must appear to every person acquainted with the duty of a public trustee to be a most unjustifiable deviation.

To my intimation, that you did not wish to hazard the sense of a full council upon your claims, it is answered, that you were not present when the determination was given, and that you would have made no objection to postponing the decision, had it been desired; but you were certainly present on the day before the decision, and so far from assenting to delay, that you offered to give bond to return any money that hereafter might be made appear, that should be paid for commission and not due. and this I conceive was done to remove the objections to acting upon your account immediately, so that your wishes were as well known as if you had been present at the moment when the council decided.

Pursuing your practice of drawing the attention from the points in dispute, you have mentioned a resolve of the assembly in the case of Andrew Adams, and the valuations of manor lands, the first is dissimilar in circumstances from the cases in controversy, although even in that, it appears to me the charge of double commission to the state was unjust. A recital of the valuations does not appear to be at all pertinent to the subjects in hand; for if you were entitled to a million of money for your services in this instance, it would neither prove your right to a double commission, your right to pay certificates and receive cash, or that you were not accountable for mismanagement in other respects. If you think a claim of compensation for appointing persons to value lands in manors and reserves can be supported, let it be brought forward and depend on its own merits; but it is strange reasoning to adduce your claim for one thing to support a right to another; in truth you have no pretence of just claim upon the state for the business which you so exceedingly magnify; the trouble was trifling, and it must be considered as one of those incidents to the execution of all public offices which are not intended to be paid for; the office upon the whole without charging for such services being sufficiently lucrative.

You have intimated that I ought to have ordered suits against those purchasers who did not bond, to May term 1785, although you know that you did

not deliver me a list of them before the 28th of April, when the western shore general court was to meet at hand that issuing writs would have only burdened the defendants with the costs on non ests without forwarding a recovery by the state; and you also know that the writs were issued in time to the October general court, and as soon as the claims of the state for property sold by you were in proper order to support suits. Although you profess to have no reliance on my judgment or integrity, yet when it suits your purpose you very readily creep under the shelter of what you allege to be my example. Now if you were sincere in your detraction, my conduct ought to be considered by you as an evidence of wrong, rather than such a proof of right that you should quote it to justify your own; you will answer, this would be to act consistently, which is not the line of conduct which suits you. When you are charged with an abuse of the act for consolidating the funds, &c. by postponing or paying in paper the debt of the state's account against you, and receiving specie for the credit; you reply, that I had paid for property in certificate, and received my commission in money. What does this prove for or against the propriety of your conduct? If I have received money which ought to have been accounted for property under the circumstances of my case, the money ought to be refunded and a discount take place; and if I have justly received the money, the thing ought to rest where it is. Your case must be determined upon principles of law and justice applicable to its circumstances. And if I have done wrong, it will not follow that it must be repeated by you; if I have done right, and your case is similar with mine, and you did the same thing which was done by me, it will, I admit, follow that your conduct was also right; but our cases are by no means similar in circumstances, and therefore the principles applicable to the one ought not to govern the other. I have before stated that the act for consolidating the funds, &c. meant only to give indulgence to those who were debtors for confiscated property when the act passed, and not to the purchasers of this property who had been debtors, but had discharged the debt in whole or in part by paying money, or by rendering services for which they were entitled to allowances from the state in money of the same kind, with that in which their debts to the state were due; this was your case so far as commission was due you, if any, when the act above referred to passed. By the same act property was ordered to be sold, to be paid for in money or certificates in the year 1790; every purchaser therefore of property sold under this law, had by the terms of the contract a right to pay certificates or money the year above mentioned, or at any time before; and if the state owed the purchaser, or should owe him before the time arrived, money, the state could not claim a right to discount, without violating the contract with the purchaser. The property paid for by me (which had been purchased at public sale by a person with whom I had no intercourse or communication upon the subject till after the sale,) was sold under the above act for money, or certificates in the year 1790. To prove that I ought to have discounted my commission for this debt, it will be incumbent on you to shew, that my commission was to be paid in money, or certificates in the year 1790, and not before, for it is inconsistent with every just idea of discount, that a present demand shall be paid by setting against it a debt which, from the terms of contract, is demandable at a distant period; and although I have no doubt but you are capable of attempting to give the most absurd exposition to any act to suit your purpose, yet I believe you will not be able to convince any man of common sense, that it was intended by the legislature that the intendant should wait until the year 1790 for his commission, and then receive certificates. If you can shew that, from the contract between the state and the commissioners who were purchasers of property, they had a right to withhold payment for the property purchased until the year 1790, and then to pay certificates, and that they were entitled to receive presently specie for their commissions, the similarity between their case and that of the intendant will be proved. If you contend that though the commissioners were not entitled to the above-mentioned terms and time of payment by their contract, yet that they were entitled to them by the act consolidating the funds, &c. It is answered, that this is taking a different ground from assimilating your case to mine, and to maintain the construction to be as alleged, you must shew the act which says the indulgence was intended to be given to debtors meant that it should extend to all purchasers who had been debtors. An absurdity so gross that even you cannot be induced to insist on it in direct terms, although you attempt to maintain a position which must be grounded on it; if you admit that, from the other objects stated by me, there was no commission due you when the act for consolidating the funds passed, then there will be no subject for this objection to your conduct to operate upon.

It has been insinuated that I officiously inter-meddled in the settlement of your accounts; this is by no means just, the fact being, that I attended the council in consequence of a letter from that board, dictated probably by a supposition that I could give some information upon the subject, the account having been particularly referred to the auditor and intendant to settle. This was the idea of the honourable Mr. Chase, whose certificate I pub-

lished in an handbill some weeks ago, in which he declares that he did not understand from me that I could give information relative to the account of the commissioners, for he had not conversed with me on that subject.

Among the many calumnies which my objection to an unjust demand upon the state has drawn from you is, the charge against my patriotism in the revolution, at a period when the smallest intimation against a man's whiggism was apt to make an impression to his disadvantage. Surmises of this kind were sometimes made against me, to serve occasional purposes, by men who must be acknowledged to be infinitely your superiors in every thing which gives weight to assertion; but they were always treated with contempt, and disregarded, as the many important and confidential trusts to which I have been appointed both in this state and by congress prove. To suppose that your weak slander can now wound my reputation, is as if a wren was to attempt by his feeble puff to overturn an ancient oak which had stood the shock of many a northern blast. This, like all your other maledictions, shows you in the detestable view of being delighted with the attempt to injure, though conscious of inability to hurt.

In answer to my observation upon colonel Ramsey's behaviour as a member of the house of delegates, you endeavour to bring forward the conduct of other members, and the dissent of the senate to the bill passed by the delegates to appoint an intendant, and give your opinion that the bill was rejected for the best of reasons; these are matters foreign to the present business, and therefore not necessary to be discussed. I will only remark, that after the most strict scrutiny of the intendant's conduct by the committee appointed for the purpose of examination, and who certainly reported whatever appeared to them in the least blameable; that in all the variety of business which was transacted by the intendant, nothing could be discovered which, in the opinion of the house of delegates, fixed even an error in judgment upon the officer; and that one of the gentlemen of the committee declared to the house, that there was not an intimation given in the committee which tended to impeach the intendant's integrity, and that two other gentlemen of the committee voted for the approbation of his conduct. What judgment might have been passed upon the intendant's conduct, if the constitutional powers of the senate had authorized them to decide on it, I cannot undertake to say, but I think I may affirm, that any opinion in that honourable body unfavourable to me, was in great measure owing to a supposition that the late governor and intendant had intentionally opposed the senate and violated the rights of that house, than which nothing was ever farther from the design of either. The senate had determined the continuance of the office of intendant was unnecessary, before their decision upon the bill of the delegates to appoint me intendant, and therefore no conclusion can be drawn of their opinion of the officer from their dissent to the bill.

Whether the state derived advantages from the execution of the office of intendant by me, or a continuance of that office would have been beneficial, I shall not presume to determine. But holding myself responsible to the public for my conduct while in office, I shall be always ready to answer any charge of misconduct brought by you or any other who chooses to come forward, and I promise you that the example of the commissioners shall never be pleaded to justify any proceedings of the intendant. At present we are examining the claims and conduct of the commissioners, from which you would most willingly draw the public attention by starting some other subject not connected with them, but this finesse shall not answer your purpose.

In examining the commissioners account I find the following credits given to the state in the year 1782.

By cash received of Levin Lecompt,	
specie,	£.196 4 0
By ditto, received by Hollyday,	
Ramsey, and Duvall, for iron	
from John Skinner, Nottingham	
works, specie,	450 0 0
By ditto, ditto, ditto, ditto.	540 0 0

specie £.1186 4 0

At the time of receiving this specie, by the dates in your account, your allowance of 2½ per cent. was payable in paper money, worth very little more than two for one, and in wheat at seven shillings and six-pence per bushel, worth only from three shillings and nine-pence to four shillings; the above sum in specie you have set against the like sum due you, when in truth little more than half the sum in specie was worth £.1186 4 0 of your commission, payable as before-mentioned; and therefore about the sum of £.550 specie of this credit remains in your hands to be accounted for. What was done with the iron, at what price it was taken, or sold, does not appear by any entry in your books that I can discover.

I also find, that you have charged commission of £.138 15 0 on property taken by Mr. Thomas Russell, as his share of the Principio iron-works property.—It was expressly ordered by the acts of May session 1781, chap. 23, and April session 1782, chap. 44, that Mr. Russell's part of the property should not be sold, but laid off to him, a partition and valuation were made by direction of the assembly; no bond was necessary to be taken, not one farthing to be paid to the state, the land you never laid off, by which the state, I am informed, has lost

considerably in the quantity of land valued; and you under a law giving you commission for amount of sales only, you charge the above sum where no sale was ever made or intended, and where you had only the trouble to make an entry in your books of the amount laid off to Mr. Russell, and to convey the property to him. In the execution of all offices there are, from the nature of things, sundry incidental services, where no allowances are intended, such compensation is made to the officer as upon the whole is thought adequate; so in the case of the commissioners, it must have occurred to the legislature, that the commission of two and an half per cent. on the sales was sufficient for all services to be done by the commissioners, and it never was the idea of the general assembly that any other charges should be made, indeed the commission on the sales is expressly given in lieu of all services and charges, except what are particularly excepted in the act, but to be sure if any thing was to be paid for this service, a sum far below what you have charged, would have been an ample reward.

I discover an account is taken of all the household and kitchen furniture at the Nottingham iron-works, which was considerable and probably worth £.200.—I do not find any part of it has ever been sold or in any manner brought into the public funds.—What has become of it?

If the positions I have laid down respecting your right to commission be just, and I am not mistaken in fact of your giving the state credit for less than you ought to have done, then it will follow that the commissioners have received the following sums more than they were entitled to, and which therefore ought to be refunded:

Commission charged on first sale of	
Nanticoke monor	164 0 0
Ditto on ditto to Robert Long	307 7 0
Ditto on ditto to Young	
M, Callister, Croxall, Vanhorn, A-	
dams, and Bayley, amount	
7787 16 3	194 0 0
Ditto Ridgely, and Co. on ditto	
James's Park 7320	180 10 0
Ditto on property laid off to Thomas	
Russell, 5550 7 6	138 15 0
	984 12 0
In my first state I made the sum only 893	0 0
Commission on unbonded debts of	
30,000	750 0 0
Short credit given the state on 1186 4	
specie received in 1782, and cre-	
ditied as red money	550 0 0
	2284 12 0

To which it may be added that the commissioners unjustly gained all the difference between receiving money for commission, if any due, and paying certificates for their debts.

If the losses on sales and unbonded debt were occasioned by neglect of the commissioners, and the deficiency of property received and not accounted for, be as I have stated, then the following sums ought to be made good by the commissioners.

Loss on resale of property to Robert	
Long	6756 7 6
Ditto on resales of ditto to M'Callister,	
Croxall, Vanhorn, and Adams,	4042 13 9
Ditto on James's Park, difference be-	
tween first and second sale £.6210,	
what the state's right to this property	
was really worth, cannot be ascer-	
tained but if the sale had been pro-	
perly managed by you, it probably	
would have exceeded what it did in	
the manner you conducted it,	10000 0 0
Probable loss on the unbonded debt,	8000 0 0
Household furniture at the Nottingham	
forge,	200 0 0
Deficiency of ore and coal, and the	
consequence of the commissioners	
management of these articles, &c.	2500 0 0
Probable loss on exchanging state secu-	
rities, if the original purchasers are	
not answerable,	7500 0 0
	£.20991 1 3

These are objects of serious consideration to those who pay taxes, and the loss will never be tamely submitted to, while any regard to justice remains in this country.

I shall pass by as altogether unworthy of remark the productions of the writer on characteristics, and of the poet. The commissioners are rendered of sufficient importance to become objects of notice from the circumstances alone of their having unjustly received a large sum of public money, and having done great damage to the state in their official conduct. To expose their claims and management to public view, and to refute your foul reproaches, were my inducements to enter into a controversy, in its nature disagreeable, but rendered more so by the want of every thing which denotes a gentleman in the man with whom I have been engaged. How far I have succeeded in my design must be submitted to those who will attentively examine facts and arguments, and thence form a proper judgment, without being biased by inclination to either party; and if ever there should be such a meliorating revolution in your nature, that you should go through the different offices and trusts in society with the same unsullied character I have done, and at any time of

life, and his country language, his conduct man of sense to me.

THE is to the regard to the clearly the Swedish most solemn hailed off mander man on board. matter, with trodden un fortunate man was re The rea that the S powder or as it is the indifferent

The first will be the tent of any his reign. powerful p talents of interesting he, his ne abilities as strange tha as to his re of his pre kingdom, t ference on the extent

The Ma time powe and yet if undaunted Great-Brit against it so, it mult oment of hope will be

The Ve ments aga Turks. A age with of all the for, the feel ed in toget Both the with the from its l matically from friend, or Whatever two Imper den's addre he is not a reaching l march.

P I A report the Chipp mation; k away the Munices. had been after some and (scape It is n one anoth set of very

N On the Henry Br Falmouth Coast, bou days at fe seventy-f necessary provisions of the brig left the arrived, a who inhar ed the En dispatches

Entrad "The Britain to the vacu erry it is The bou Many of quare his!

P H Extrad "I hav Kentucky killed and take This I b Kuhn, a tivity of Port Pitt to his in by a l owing to

life, and for discharging your duty you should, by a young man who never sacrificed one moment to his country's service, be attacked and traduced in language which hostlers and serving-men would blush to use to each other, you will then form upon his conduct a similar judgment to that which every man of sentiment and honour must give upon yours to me.

DAN. OF ST. THO. JENIFER.

LEGHORN, August 4.

The insolence of the Barbarian powers is carried to the most alarming excess, as they now pay no regard to the colours of Northern potentates.

It clearly appears from the report of the captain of the Swedish merchantman, how far they respect the most solemn treaties of peace. The above ship was hailed off Malaga, by a Barbary galley, whose commander made a signal for the Swedish captain to come on board. But the latter preferred sending there his master, with all his papers, which were contemptuously trodden under foot by the enemy, who gave the unfortunate master so severe a bastinado, that the poor man was returned half expiring to his ship.

The reason assigned for so barbarous treatment is, that the Swede being in ballast, had on board neither powder or shot, on which the barbarians could seize, as it is their common practice with ships of all nations indifferently.

LONDON, September 9.

The first steps of the successor to the Prussian empire will be the most difficult, and perhaps the most important of any thing that may again occur in the course of his reign. Surrounded as he is, by enterprising and powerful princes, hitherto kept in awe, by the superior talents of the late sovereign, he will find this a most interesting crisis: and whatever his proceedings might be, his neighbours will certainly take measure of his abilities and judge of him by the outset. It is not strange that at present the world should be undecided as to his real character; for while the amazing abilities of his predecessor existed for the government of his kingdom, there was very little room for any such interference on his part, as could enable people to judge of the extent of his capacity.

The Maltese galleys are said to have joined the maritime powers who are at variance with the Algerines; and yet if we may believe common report, that daring undaunted power at this very moment ventures to add Great-Britain to the number of enemies now combined against it. We can scarcely believe it; but if it is so, it must proceed from some atrocious neglect or misconduct of some great men here at home, which we hope will soon be looked into.

The Venetians too feel the smart of hostile engagements against the Grand Turk and some of the little Turks. Although they have joined themselves in alliance with the Emperor of Germany and the Empress of all the Russias, these two powers seem to feel only for themselves and one another, so far as they are linked together for mutual safety or mutual advantage.

Both these imperial courts may find it difficult to cope with the Ottoman Porte, which appears to be rousing from its long and deep lethargy, and preparing systematically to meet all its enemies, and to know enemies from friends, by compelling pretended friends to act as friends, or openly to renounce their friendship.

Whatever may be the case between the Turk and the two imperial crowns, it appears by the king of Sweden's addresses to his diet at meeting and parting, that he is not apprehensive of these threatened disturbances reaching him, or his next neighbour the Danish monarch.

PITTSBURGH, November 11.

A report is circulating in town that some Indians of the Chippawa nation, went to a camp of the Munsee nation, killed a dog, plundered the camp and drove away the women and children, in the absence of the Munsees. When the Munsees returned, and saw what had been done, they immediately followed them, and after some time came up with them, when they killed and scalped one of the Chippawas.

It is much to be wished they would go to war with one another, and by that means rid this country of a set of very troublesome neighbours.

NEW-YORK, November 25.

On the 7th of September last, the Prince William Henry British Packet boat, arrived at Jamaica from Falmouth; spoke an American brig from the Gold Coast, bound to Charleston, at that time one hundred days at sea, during which time, the captain, mate and seventy-five slaves, had died, being destitute of every necessary of life. Captain Cowle spared them as much provisions as he could with convenience. The captain of the brig informed them, that a few days before they left the Coast, a number of French transports had arrived, and landed one hundred men near Anemaboe, who instantly began to raise fortifications. This alarmed the English traders on the Coast, and the commodore dispatched a vessel with the account to the admiralty.

Extract of a letter from Jamaica, dated October 16.

"The Musquito Shore is finally given up by Great-Britain to the Spaniards. Orders are just come out for the evacuation, and a sloop of war is ordered down to carry it into effect, and to superintend the embarkation. The boundaries of the bay of Honduras are enlarged. Many of the settlers on the Musquito Shore will remove hither, and some will go to the Bahama Islands."

PHILADELPHIA, December 1.

Extract of a letter from a gentleman at the westward to his friend in this city, dated November 18.

"I have but little news, only that Colonel Logan of Kentucky, has destroyed some of the Shawanese village, killed ten of their people, five of whom were chiefs, and taken a number of women and children prisoners. This I believe to be true, as it comes from Abraham Kuhn, a Wyandot chief; but you shall have the certainty of the whole by the first good opportunity from Fort Pitt. The Cornplanter (or captain O'Brien) sticks to his integrity."

By a letter from New Orleans, we are informed, that owing to the rapid increase of population, the price of

small frame houses has been enhanced in a tenfold proportion. Such as would not command more than 400 dollars, a few years since, will now readily sell for 4000.

The London Evening-Post, of September 4, contains the following paragraph:—"Lord Dorchester, we hear, goes to his government armed with full powers to settle any disputes between the Congress, and the Canadians, relative to the boundaries fixed on at the conclusion of the late war; but at the same time strictly to enforce the terms of the treaty of peace, nor suffer, by any means, the infraction of the smallest article thereof, or any measure to be pursued that may add to the insults already offered by America to this country."

Extract of letters from Danville, dated October 27 and 28, 1786, wrote by a gentleman who was in the expedition against the Shawanese towns, where they killed ten, one of whom was Malanthy their king and took 28 Indians, one Canadian and three white prisoners, with about 20 horses and other plunder to the amount of 12 or 1500 pounds value; we burned seven towns, viz. Newpickaway, Maccochuck, Wappatomica, Mingoe, Mackees, Bluejacket, and Chesbocco; with their dependencies, macking in all about 250 huts; we destroyed about 12000 bushels of corn, hogs, cattle, vegetables, &c. Our loss was one killed (a captain Irvine) and four privates wounded, two of whom are since dead.

Frederick county, Maryland.

TO BE SOLD,

ABOUT three thousand acres of land, situated on Little and Middle Bennett's-Creek, on the road from Frederick-town to George-town, ten miles from the former, and thirty from the latter; the land will be laid off in lots of unequal quantities; those inclining to purchase, may be acquainted with the terms (which will be easy) on applying to Mr. Phil. Griffith, living near the place, Mr. James Ringgold, Annapolis, or Mr. John Bordley, Kent county, Maryland; the land is all well watered, has a large quantity of bottom finely adapted to meadow, and well calculated for farming and planting.

Property in or near Annapolis or Chester-town, will be taken in exchange.

December 18, 1786.

Pursuant to the directions of the last will and testament of James Owens, late of Anne-Arundel county, deceased, will be sold to the highest bidder, at his late dwelling, on Saturday the 30th instant,

SIX country born negroes, consisting of men and women. The terms of sale will be made known on the day of sale.

All persons having claims against the estate are requested to call for payment, and those indebted are desired to make payment without delay.

ANNE OWENS, executrix,
JAMES OWENS, executor.

December 18, 1786.

To be SOLD, at public vendue, on the 9th day of January, at the late dwelling of Thomas Watkins, late of Anne-Arundel county, deceased,

SUNDRY valuable negroes, stock, and household furniture. The terms will be made known on the day of sale.

ELIZABETH WATKINS, administratrix.
N. B. The creditors are desired to meet at 9 o'clock, in order to make their claims known.

Annapolis, December 19, 1786.

COACH-HORSES

For Sale, 10/7/6

A PAIR of handsome young bay horses, upwards of fifteen hands high, very strong and active, to be seen at Mr. Mann's stables.

Annapolis, December 20, 1786.

THE agents and attorneys in fact for the British merchants, trading to Maryland, before the commencement of the late war, are requested to meet at Mr. Mann's tavern, in this city, on Wednesday the third day of January next.

Annapolis, December 20, 1786.

WHEREAS wicked stories have been circulated about, tending to prejudice my character, in order to stop the mouth of the wicked one, and those that are apt to believe every report they hear, I do hereby request all persons having any just claims against me to make them known, on or before the first day of June next, and likewise I do most earnestly request all persons indebted, for dealings in my goldsmith-shop and store, or otherwise, to make immediate payment, as I feel a determinate resolution to have all my temporal matters settled as quick as the nature of them will admit of.

JOHN CHALMERS.

November 29, 1786.

MADE their escape last night, by burning their way, the three following prisoners, JAMES DUGLASS, about thirty-five years of age, he is a stout well looking fellow, fair complexion, with black hair, and red beard; VACHEL NIGHT, a stripling, about seventeen years of age, speaks quick, and is apt to stammer when in a hurry; negro DICK, the property of Mr. John Parker, about twenty-three years of age; had on a blue duffel jacket and overalls, old shirt, old shoes and stockings, and a half worn felt hat. Whoever will apprehend the said prisoners and deliver them to me, shall receive ten pounds reward, or three pounds for either of them.

NICHOLAS BLACKLOCK, Sheriff of Prince-George's county.

December 19, 1786.

ALL persons are hereby forewarned hunting on Poplar-Island with either dog or gun.

WILLIAM SEARS.

December 12, 1786.

THERE is at the plantation of Thomas Pack, living near the Sugarlands, a Bay Mare, six years old, fourteen hands high, branded on the near shoulder I S, she has a black spot on the near shoulder, appears to be rubbed with the geers, some white hairs on her back and in her forehead. The owner may have her again, on proving property and paying charges.

By the COMMITTEE OF GRIEVANCES and COURTS of JUSTICE,

NOTICE is hereby given, that the committee of grievances and courts of justice will set every day, during the present session, from nine o'clock in the morning until three in the afternoon.

By order,
JOHN GASSAWAY, clk.

To the PUBLIC.

IMPRESSED with a sense of duty to the Almighty as well as compassion to my fellow creatures, and gratitude to Doctor Tyler, I am looking to offer the following happy and remarkable case of my own.

I, the subscriber, of Frederick-Town, Maryland, aged sixty one years, doth hereby certify, that after being entirely deprived of my eye-sight for near six years, it is now restored by an operation performed by Doctor Tyler of this town, who has since operated on two of my acquaintance with great success.

As witness my hand,
FREDERICK BAKER.

Frederick-town November 20, 1786. 2

Negro shoes

FIVE hundred pairs of the best quality, to be sold, on the lowest terms, by the subscriber, in London-town, who receives hides for tanning as usual.

EDWARD EF. ON.

N. B. They may also be had of Messrs. Abal m Ridgely, William Wilkins, James Weit, and John Wiseman, in Annapolis.

November 14, 1786.

To be SOLD, for final settlement certificates, FOUR hundred and twenty acres of uncultivated land, lying within two miles of a market town, in this state. For further particulars enquire of the printers.

To be RENTED,

A VERY good grist-mill with two pan of stones, bolting-clothes, and every thing convenient, with a large meadow, lying on the Head of South river. Any person inclinable to rent may have possession in December.

FRANCIS RAWLINGS.

FIVE POUNDS REWARD.

Upper Marlborough, Prince-George's county, September 12, 1786.



RAN away from the subscriber, on the 4th of June, a negro man named CHARLES, twenty-five years of age, a short thick fellow, about five feet six inches high, has a short flat nose, a very bushy head of hair, thick lips, with a lump on the upper one, he is a handy fellow, and works well at the whip saw; had on when he went away his common working dress; I have reason to believe he has other cloaths with him, but cannot particularly describe them, therefore he probably may change his apparel. As I purchased him of Notley Young, Esq; on Patowmack, I apprehend he is lurking about in that neighbourhood. Whoever takes up and secures the said fellow, so that his master may get him again, shall receive if above ten miles from home thirty shillings, if out of the county forty shillings, and if out of the state the above reward, including what the law allows, paid by

WILLIAM BOWIE, 3d.

October 3, 1786.

NOTICE is hereby given, that a petition will be presented to the general assembly, at their next session, praying that an act may pass, explanatory of that part of the charter of the city of Annapolis which relates to the residence of the electors or free voters thereof.

November 5, 1786.

THE subscribers, being the only surviving trustees for the charity-school, and the several tracts of land thereto belonging, in Talbot county, give notice, that they intend to apply to the next general assembly, for leave to vest in the commissioners of the poor-house of the same county, the value of the said charity-school, and of the lands above mentioned.

MATTHEW TILGHMAN,
JOHN GORDON.



THERE is at the plantation of Hezekiah Wheeler, living in Piscataway, taken up as a stray, a bay MARE, about fourteen hands and an half high, appears to be about nine years old, has no brand, tro's and gallops, and has a remarkable white spot on her off flank. The owner may have her again on proving property and paying charges.

WHEREAS in consequence of certain intelligence, that a combination of numerous tribes of hostile Indians had actually commenced war on the western frontiers, the United States in Congress assembled did, on the 20th October last, resolve in the manner and form following, to wit:

"RESOLVED *unanimously*, That the number of one thousand three hundred and forty non-commissioned officers and privates be raised for the term of three years, unless sooner discharged, and that they, together with the troops now in service, be formed into a legionary corps, to consist of 2040 non-commissioned officers and privates." "That the additional troops be raised by the following states, viz.

New-Hampshire	260	} Infantry and artillery.
Massachusetts	660	
Rhode-Island	120	
Connecticut	180	

Maryland and Virginia each 60 cavalry, making 120; That the pay and allowances to the troops to be raised by this resolve, be the same as established by the act of Congress of the 12th April, 1785," and,

"That the board of treasury contract for a supply of cloathing and rations, at such places, and in such quantities, as the secretary at war should judge necessary."

And, whereas for the more effectual carrying into execution the aforesaid act, the United States in Congress did, on the 21st October last, resolve further in the manner following, to wit:

"RESOLVED *unanimously*, That the several states in the confederacy be, and they are hereby required to pay into the federal treasury, on or before the first day of June, 1787, the sum of 530,000 dollars, which sums are as follow," viz.

New-Hampshire	18,603
Massachusetts	79,288
Rhode-Island	11,390
Connecticut	46,746
New-York	45,368
New-Jersey	29,415
Pennsylvania	72,504
Delaware	7,950
Maryland	49,979
Virginia	90,630
North-Carolina	38,478
South-Carolina	30,973
Georgia	5,671

Which sums when paid shall be passed to the credit of the states respectively, on the terms prescribed by the resolves of Congress of the 6th day of October, 1779; and that the monies arising from the said requisition be and hereby are appropriated for the pay and support of the troops on the present establishment.

"RESOLVED *unanimously*, That the board of treasury be, and they are authorized and directed to open a loan immediately to the amount of five hundred thousand dollars, at six per cent. per annum, on the credit of the foregoing requisition, which they are hereby authorized to pledge to the lenders for the faithful reimbursement of the monies loaned with the interest thereof."

Now therefore, The commissioners of the board of treasury of the United States, by virtue of the powers in them vested by the resolve aforesaid, have agreed to open a loan for the sum of five hundred thousand dollars, in the mode and on the terms following, to wit:

1st. Subscription books for the purpose above mentioned shall, without delay, be opened at the respective loan-offices in the several states, in which shall be entered the names, occupations, and places of residence of the subscribers, together with the date and amount of the several subscriptions. Provided always, that no subscription shall be received for a less sum than four hundred dollars.

2d. At the time of subscription the parties shall pay down one fourth part of the amount thereof, and the remainder in three instalments, viz. One third at the end of three months, after the first deposit; one third at the end of six months; and one third at the end of nine months.

3d. The subscribers to the loan shall be entitled to interest on the sums by them respectively subscribed, at the rate of six per cent. per annum, computed from the date of the first deposit, which interest shall be annually paid in gold or silver coin, at the several offices where the subscriptions are entered; but as this privilege of paying by instalments is highly beneficial to the subscribers, it is conditioned, That on subscriptions not completed, the sums actually advanced shall only be demandable at the period fixed for the redemption, without any interest computed thereon.

4th. Receipts shall be given for the payments at the different instalments, and at the end of nine months, on the said receipts being produced, at the office where the subscriptions were entered, they shall be cancelled, and the subscribers or their legal representatives shall receive formal obligations on the part of the United States, acknowledging the loan of the money in pursuance of the resolves of Congress of the 21st October last; and stipulating the period of redemption, with an interest of six per cent. per annum, till paid, computed from the date of the first deposit; and for the greater convenience of the lenders, they shall receive the amount of their respective subscriptions, in certificates of the following denominations according to their option.

In Certificates of 1000, 500, 400, 300, 200, 100 dollars each.

5th. The period of redemption of the principal sums subscribed to the above loan, shall be on the last day of December 1788, and the same shall be paid in gold or silver coin, to the parties or their legal representatives. Provided always, That a right be reserved to the United States of paying off the same at any period subsequent to the last day of December, 1787, giving public notification of such their intention throughout the several states, at least one month previous thereto.

6th. To ensure the reimbursement of the capital to the respective subscribers, the commissioners of the board of treasury engage, that as they shall be able from time to time to ascertain the subscriptions made in the several states, they will draw warrants in pursuance of the present requisition on the respective receivers of taxes for the whole amount of the sums subscribed in the states, and that the same shall, at no time thereafter, enter into the general disbursements of the treasury, but shall be punctually and distinctly appropriated for the redemption of the principal and interest of the monies subscribed to the present loan.

IN witness whereof, we have hereunto set our hands and affixed the seal of office, this twenty third day of November, one thousand seven hundred and eighty-six, by virtue of the powers in us vested by an act of the United States in Congress of the 21st October, 1786.

SAMUEL OSGOOD, } Commissioners
WALTER LIVINGSTON, } of the board
ARTHUR LEE, } of treasury.

We whose names are hereunto subscribed do engage to pay in gold or silver coin to Thomas Harwood, Esq; commissioner of the loan-office for the state of Maryland, the sums annexed to our respective names on the conditions above specified.

BOARD OF TREASURY of the UNITED STATES.

November 20, 1786.

THE United States in Congress, having by their act of the 20th October last, directed the board of treasury to contract for the cloathing and rations necessary for the troops to be raised in pursuance of the act above mentioned; and having further by their act of the 21st of the said month, made a special requisition on the several states, for the sum of five hundred thousand dollars, to be expressly applied for the pay, and support of the troops on the present establishment,

The COMMISSIONERS of the BOARD of TREASURY, HEREBY GIVE NOTICE,

That proposals will be received at their office till the 20th day of December next inclusive, for the supply of all rations, which may be required for the troops on the present establishment from the 1st day of January, to the 31st day of December 1787, (both days inclusive) at any place, or places betwixt the state of New-Hampshire, and York-town in the state of Pennsylvania, both places inclusive; provided the same be not further north than Saratoga, in the state of New-York.

And for all rations which may be required from the 1st day of June to the last day of December 1787, (both dates inclusive) at the places, and within the district herein after mentioned.

At any place or places betwixt York-town, in the state of Pennsylvania, and Fort Pitt; and at Fort Pitt.

At any place or places betwixt Fort Pitt, and Fort McIntosh on the river Ohio; and at Fort McIntosh.

At any place or places betwixt Fort McIntosh, and the mouth of the river Muskingum; and at the mouth of the said river Muskingum.

At any place or places betwixt the mouth of the said river Muskingum, and the mouth of Scioto river; and at the mouth of the said river Scioto.

At any place or places betwixt the mouth of the Scioto river and the mouth of the great Miami; at the mouth of the great Miami; and from thence to the rapids of the falls of the Ohio; and at the said rapids.

At any place or places from the mouth of the Miami river, to the Miami Village; and at the Miami Village.

From the Miami Village to Sandusky, and at Sandusky, from Sandusky to the mouth of Cayoga river.

At any place or places betwixt Fort Pitt, and Venango, and at Venango.

At any place or places betwixt Venango, and Le Boeuf, at Le Boeuf; betwixt Le Boeuf and Presq' Isle; at Presq' Isle, and betwixt Presq' Isle and the mouth of Cayoga river.

At the mouth of Cayoga river, and at any place or places on, the route from Fort Pitt to the mouth of Cayoga river.

Should any rations be required at any places, or within other districts, not specified in these proposals; the price of the same to be hereafter agreed on betwixt the secretary at war, and the contractor.

The rations to be supplied, is to consist of the following articles, viz.

One pound of bread or flour,	} Per 100 rations.
One pound of beef, or 3-lb. of pork,	
One gill of common rum,	
One quart of salt,	
Two quarts of vinegar,	
Two pounds of soap,	
One pound of candles,	

The proposals must ascertain the prices of the component parts of the ration; and specify the longest credit, and the terms of payment, which the persons who offer are willing to engage on.

Those who incline to contract, may at their option, send in proposals for supplying the rations at all the places mentioned, in this advertisement; or separate proposals for supplying the rations issuable betwixt the state of New-Hampshire, and York-town in the state of Pennsylvania; And those which are issuable from York-town, to, at, and for any of the places which are particularly specified.

For Havre-de-Grace and London,

The Ship WASHINGTON,

Captain WILLIAM CHAPMAN.

HE is a remarkable fast sailing vessel, and has excellent accommodations for passengers, and will sail by the latter end of this month. For freight or passage apply to captain Chapman, on board.

Annapolis, August 6, 1786.

WHEREAS Mr. Thomas Rutland hath thought proper to publish an advertisement forewarning all persons indebted for dealings at either of his stores in Virginia or Maryland, from paying any money to Mr. John Petty, in behalf of the firm of Yates and Petty, and has assigned for the reason of such publication, that the said Petty had broken the award determined on by gentlemen mutually chosen to adjust their differences, I think it proper to inform the public, that the prohibition of Mr. Rutland is as unjust as his allegation in this respect is without foundation. The supposed breach of the arbitration arises in his opinion, as far as I can conjecture, on the suit commenced by Yates and Petty for the recovery of a very considerable balance due to them from Mr. Rutland, but a little reflection must convince him that his conduct in disposing of a considerable part of his estate, subsequent to the award, rendered this step absolutely necessary, and that Yates and Petty are fully justified in pursuing it, by the terms of the award made by the gentlemen appointed, of which all persons may be fully satisfied by applying at the store of Mr. Petty, in Annapolis. It is with concern that the subscriber finds himself under the necessity of entering into a public altercation respecting his private affairs, but should Mr. Rutland persist in his unjustifiable accusations, a full account of his transactions with and conduct towards Yates and Petty, will enable an impartial public to judge which of the parties has the greatest reason to complain of ill treatment.

The subscriber takes this opportunity of requesting all persons indebted for dealings at the stores (late Mr. Rutland's) in Virginia or Maryland, to make him immediate payment of their respective accounts, or he shall be under the necessity of making use of compulsory measures to recover the same, which will be very disagreeable to them.

Most obedient humble servant,
JOHN PETTY.

Upper-Marlbrough, October 29, 1786.



STRAYED or stolen, from the subscriber, at Upper-Marlbrough, on the 16th of September, a likely gray HORSE, about fourteen hands and an half high, trots and gallops, neither docked nor branded, the end of his tail is white, which he carries very well, he was shod before a few days before he was missing. Any person that will bring him to me shall receive a reward of three guineas.

JOHN HALKERSTON.

W. GODDARD'S ALMANACK, For the Year of our Lord 1787. To be Sold at the Printing-Office.

NOTICE is hereby given, that the subscribers intend to petition the general assembly, at the ensuing session, for an act to appropriate so much of the money arising from the rents of the glebe lands of the parish of St. Margaret's, Westminster in Anne-Arundel county, as will discharge the arrears due for building the Chapel of Ease in said parish, and for which judgments have been recovered against them in Anne-Arundel county court.

VACHEL STEVENS,
JOHN WALKER,
RICHARD JACOB,
WM. PUMPHRY.

Annapolis, July 21, 1786.

Lands for Sale.

THE subscriber has for sale all that tract of land called Beall's Plantation and Snowden's Reputation Supported, containing about 700 acres, situated on the head of South river, about three miles from navigable water, and contiguous to the estate of Mr. Richard Hopkins, of Gerard.

This is a most eligible situation, being about twelve miles from the city of Annapolis, twenty-eight from Baltimore-town, twenty-four from George-town, and seven from the inspection houses of Indian Landing and Queen-Anne, is well adapted for corn, wheat, and particularly tobacco, also well timbered and watered, a very good mill stream runs through it; there is some meadow ground, and much more may be made.

The improvements upon it are, a good dwelling house with three large rooms on each floor, kitchen, quarter, cornhouse, stables, tobacco house, a very fine apple orchard, together with a number of other valuable fruit trees.

Mr. Richard Hopkins will shew the premises above mentioned; further particulars may be had of the printers, or Messieurs William Patterson and Brothers, Baltimore, or of

JOHN WADDINGTON, in Philadelphia.

THIS is to give notice, that I intend to prefer a petition to the next general assembly for an act to confirm my right to part of a tract of land, called Beall's Goodwill, the late property of Henry Hunter, deceased, which he devised to be sold.

THOMAS MORTON.

THERE is at the plantation of Joshua Yates, living near South river church, in Anne-Arundel county, taken up as a stray, a black MARE, about 23 hands and an half high, branded on the near shoulder C.D. The owner may have her again on proving property and paying charges.

MARYLAND GAZETTE.

T H U R S D A Y, DECEMBER 28, 1786.

To the D E L E G A T E.

" 'Tis doubly vile, when, but to shew your art,
" You fix an arrow in a blameless heart.
" Oh, lost to honour's voice,—Oh doom'd to
" shame—
" Thou fiend accurs'd,—thou murderer of fame.
" Fell ravisher, from innocence to tear
" That name, than liberty, than life more dear.
" When shall thy baseness meet its just return,
" Or what repay thy guilt, but endless scorn;
" And know, immortal truth shall mock thy toil,
" Immortal truth shall make the shaft recoil,
" With rage retorted wing the deadly dart,
" And empty all its poison in thy heart."

A MAN who is conscious of having lived without reproach, who has uniformly supported the character of a man of honour and a gentleman, and has given no just cause of offence, or room for censure, may reasonably expect to be left to the quiet enjoyment of his own pursuits, and to avoid the rage of slander and abuse.

What then must be his astonishment, when a man of rank and importance in the state, wantonly and unprovoked rises up against him, and endeavours to destroy his reputation by the foulest calumny, and the most infamous falsehoods?

This worthy action has been yours.

In the Maryland Gazette of the 23d of November, I find myself attacked in the most violent and unprecedented manner, accused of being the concealed author of a publication, in which I had no concern, and loaded with such a degree of abuse, as hardly any offence could merit.

As the paper was at that time taken up, I had recourse to a short reply in a hand-bill, in which I contented myself with denying the charge on which you pretended to ground your resentment, and with informing the public, that you was a calumniator and a liar.

I have now an opportunity of replying in a fuller manner, and although the mere addressing you by the above epithets may have failed to work any reformation in a man so hardened in baseness, and so hackneyed in abuse, we may surely look forward to some degree of remorse, some symptom of shame, when your title to them is plainly shewn, when you stand forth, incontrovertibly a liar, when your calumny is discovered to be of the basest kind, and no subterfuge or excuse is left you to palliate your conduct.

I shall not enter into the merits of the *Citizen's* publications.—It is the business of the *Citizen* himself to support them; he is, by birth, by constant residence, and by connexions and property, interested in the welfare of Annapolis, and entitled to offer his sentiments to his fellow-citizens on political subjects; it is a task which I had not the same inducements to undertake, and it is not improbable, that this consideration had some influence among your motives for singling me out, as the officious adviser of the Annapolitans. You have at all events had the address to fix your suspicions on a man unconnected, without protection, and whose defence must rest entirely on his own powers.—So far you have wisely taken your ground; but remember Sir, that if to these powers, (small as you suppose them) I can draw the aid of innocence, if an unstained life presents no vulnerable point, but confines the assailant to inventions which refute themselves in the uttering, I shall remain uninjured by any thing which your malice and hatred can devise against me.

Had I been the author of the publications under the signature of the *Citizen*, I know of nothing in them which would have induced me to conceal it; but when I do write, it is for myself, and I have never yet published any thing under a mask, or without leaving my name to be given up by the printer, if it was necessary.

You observe, in the opening of your performance, that you had been mistaken in your opinion of the author of the *Citizen*, and by a description, the intent of which no one can mistake, fix upon me as the real author.

The assertion Sir is false, it is malicious and improbable, and to give it any degree of credit, it might have been expected that some shew of reason, or some cause of suspicion, would have been produced, or, if any scoundrel of your acquaintance had given you such information, that an attention to your own character, would have induced you to give his name, and let the weight of such a falsehood rest upon him instead of yourself; if you had such an informant, I call on you to produce him; he may perhaps be within the reach of a proper mode of reformation; but if (as I suspect) you are the sole in-

ventor, the disgrace and infamy must be all your own.

Unsupported as your allegation stands, a bare denial of it would be sufficient with candid and liberal minds, but I think it proper to adopt further measures for my vindication, and the satisfaction of the public.

In the same paper with this publication, you will find the real author of the *Citizen* offering to avow himself; he is known to be a gentleman of reputation, and his declaration will be sufficient to acquit me in the fullest manner of the charge which you have made against me; I shall likewise, in addition to his testimony, offer my own on oath. These proofs will surely be sufficient to combat your mere assertions, or the information which (if you had any) must have proceeded from a scoundrel, who will not dare to avow himself the author of so absolute a falsehood.

Maryland, ff. December 25, 1786, came before the subscriber, one of the judges of the general court for the said state, William Kilty, and made oath on the Holy Evangelists of Almighty God, that he was not the author of the late publications in the Maryland Gazette under the signature of A Citizen, or of any of them, or of any part of them, or of any of them.

A. C. HANSON.

If you have any thing that carries the appearance of proof to counteract this, I call on you to produce it, or get any rascally informer to produce it.

I know it to be out of your power, and on this state of the case, I appeal to your friends, to your blind admirers and idolaters, and even to yourself, if the truth is to be wrung out of you, whether you are not a scoundrel, a liar, and a calumniator, of the most diabolical stamp.—It must be acknowledged that you are,—and, that even a life of virtue, if it were possible for you to lead it, would not efface the remembrance of to black an assemblage of vices.

I consider it as my great happiness, that I am too well known in this state to be within the reach of your malicious intentions, and that if your calumny obtains any belief, it must be among those who are unacquainted with either of the parties, but even with them, the charges are too extravagant, and too obviously malicious, to require a moment's consideration: Your observation in the beginning of your address, your remarks on the history of the session, and the account you have given of my principles and disposition, are of this stamp: That any man should have the wickedness and audacity to invent such horrid accusations, so distant even from the semblance of truth or possibility, is to me almost inconceivable; I, Sir, have the charity to think them too black, even to be made against you.

Not content with this vile attempt on my character, you have undertaken to give an account of my life, &c. an account in which falsity, meanness, blackguardism and folly, struggle for pre-eminence, and form such a compound as must excite the abhorrence and detestation of all good men; if you have not depended on your own invention, but have had an informer on this subject, I call on you to produce him likewise; I may probably have it in my power to give a check to the exercise of his communicative talents.

I request the public to attend to my account of myself. In April 1778, I was desirous of joining the American army, and after obtaining letters of recommendation from Dr. Edward Johnson, with whom I had studied physic, and from other gentlemen of the most respectable characters, I proceeded to Wilmington, in the Delaware state, with a view of being appointed a surgeon's mate, a station which I thought suitable to my age and experience in the medical profession. This appointment I immediately obtained in one of the regiments of this state, and without any intermediate absence, exercised the duties of it till April 1780, when, on the resignation of the surgeon of the regiment, I was promoted to fill the vacancy, and continued to act as surgeon until I was made a prisoner at the battle of Camden; for a considerable time after, I was employed in the necessary duties of attending our own soldiers who had been unfortunately wounded and captured in that engagement. In the spring 1781, I had permission to return to this state, where I have since resided, as the circumstance of my not being exchanged, prevented my joining the army again.

The observations which you have made on the opinion of the hospital surgeons, and others, of my abilities and conduct in the station I then filled, might possibly, if not contradicted, obtain some credit among those to whom I am unknown.—To guard against this danger, to shew that they are your own despicable inventions, and to place your

falsities in the strongest light, I have obtained the following certificates:

I hereby certify, that I acted as surgeon to the first Maryland regiment near four years; that early in the year 1778, I became acquainted with Doctor William Kilty, and was in intimacy with him upwards of one year, till my resignation in 1779; that during this term, he was surgeon's mate to the fifth Maryland regiment; that by reason of sickness, occasional absence, and detached services of the regimental surgeon, the whole duty of visiting and attending the sick of the regiment, generally devolved upon him; that Doctor Kilty paid regular and constant attention to the duties of his profession, in punctual attendance on the sick; that in dangerous and difficult cases he generally called in the advice of older surgeons; that, in his medical capacity, he gave satisfaction to the officers and soldiery of his regiment generally; and that he was much esteemed by the officers of the Maryland line, hospital and regimental surgeons, as an uniform, agreeable, and sensible man.

Certified this 26th of November, 1786, by

MICHAEL WALLACE.

Mr. William Kilty, having applied to me for testimonials of his service while he acted in the army; as he was generally under my command, I had frequent opportunities of observing his conduct, and always found that he discharged the duties of the several stations which he filled with the strictest diligence and attention.

Mr. Kilty joined the Maryland line in the capacity of a surgeon's mate in the year 1778, and acted as such until he was appointed a surgeon of one of the Maryland regiments in the year 1780, in which station he continued until the conclusion of the war, without an imputation, that ever I heard of, against his character or profession. In justice, therefore, to his merit and services, I have ever understood that he possessed the confidence, and merited the esteem, of the officers in general of the line, in an equal degree with others of his rank and profession.

Nov. 26, 1786

W. SMALLWOOD.

Let me now take up this part of your publication, and see how far it accords with my opinion of you.

You cannot, surely, have the frontery to oppose your ridiculous assertions to the respectable testimonials which I have obtained: Here then, as before, you must be considered as a scoundrel, here you must be considered as a base calumniator, and here you must stand forth a most impudent and abandoned liar, with this aggravation, that as you was not personally interred in the subject, your observations on it tend more forcibly to shew the internal rancour and malignity of your disposition.

After these scandalous aspersions on my conduct in the army, you have thought proper to pursue me to this state, and to give such an account of my circumstances, as many of your nearest friends could have informed you was founded on the most absolute falsity, and which you could not yourself have believed.

Can you now Sir, without a blush, look back on this catalogue of your vices? Can you arm yourself against these proofs of your depravity, which a reproaching conscience must convince you are not to be refuted?

" Hail thou no feeling yet? Come, throw off pride,

" And own that baseness which thou can't not

" hide;

" Even you, who never wish'd behind to stay

" Wren folly, vice and meanness, led the way,

" Must blush, when you are told by truth and wit,

" Those actions which you blush'd not to commit,

" Men, the most infamous, are fond of fame,

" And those who fear not guilt, yet start at

" shame."

You have some friends and admirers who proclaim your virtues, and are surpris'd that the world does not do justice to your merit; one, in particular, has raised you above the level of human nature, and given you qualifications that few indeed in this world can possess; should it not be your care, Sir, to act up to this exalted character, and should you not make some endeavours to justify to favourable an opinion, and to preserve your reputation that your friends may preserve their credit; where is now your humanity? Where are now your other heavenly virtues? Your friend may still imagine that he holds them, but an impartial world will see you blackened with the opposite vices: Had your assertions been true, had I been the author of the *Citizen*, and the subject of your resentment, a man of humanity, or even of common feeling, would not have meditated so deep an injury in return. There are some moments in which the suggestions of pas-

sion and resentment will be calmed, and cool reflection will give us a proper view of our conduct.

In these moments, will your conscience be at ease? Will you be able candidly to forgive yourself? If you are, you have a conscience too callous to be trusted to, and you would do well to consult the voice of the public, of your acquaintance, and even of your friends. You will then be told, that your conduct has been base, cruel and unmanly; that you have endeavoured to ruin a man who has done you no injury, and have exerted that weight and influence which you are known to possess, against one, who is unsupported by friends or connexions, and has little to rely on except his talents and reputation—Both these you have wantonly endeavoured to destroy. You, Sir, have a family, some of whom may, at a future period, stand in my situation; can you, for a moment, picture a son of yours settling in the world, and while in his youth, attacked, without cause or provocation, by a man in power, a leader in the state, and left by himself to encounter the most virulent slander and persecution? If you can, you will now turn your eyes upon yourself, and shudder at the baseness of your conduct.

In resentment of a supposed injury, for your belief of which I know not of the smallest pretence, you have attacked me with the weapons of a blackguard, and the malice of a demon, and have not only aimed to destroy my general character, but with falsehoods of your own invention, have endeavoured to injure my reputation in the profession which I formerly exercised, and in that which I have since adopted, by which, if any credit could be given to them, I might possibly be reduced to that dependent state in which you have thought proper to describe me at my return from the army.

"I was a damned deed."

This, however, is not the worst construction that your conduct will bear, and after what you have done, the world will justly me in supposing you capable of any thing.

If you really was informed, or had reason to suspect, that I was the author of the Citizen, it would have been well to have made some further inquiry on the subject, and to have deferred your observations until you had some ground to support them.

But I think it probable that you did not harbour a suspicion of the kind, that you knew and still know, the real author, and that you have fixed it on me, as a cover for the gratification of some diabolical principle, the origin and cause of which your own heart must point out.

"Beyond the infinite and boundless reach

"Of mercy, if thou didst so foul a deed

"Thy fame is damned."

Should this opinion be ill grounded, you have it in your power to alter it, by publishing your informer (if you had one) which I again call on you to do, or by assigning other good reasons for your belief.

A few words with regard to my abilities in the law—Your opinion, though meant to injure me in the exercise of that profession, will, I am persuaded, fail to attain its end. But you will have the satisfaction to reflect, that you have left nothing unattempted. Your observations on my physical abilities, could not materially affect me at present, but in striking at my reputation in my present profession, you have done your utmost to prejudice me in the most serious point, and to gratify the farthest extent of your malice.

It will, however, I flatter myself, be considered, that notwithstanding your own knowledge, you are not qualified to judge of mine, as my proficiency, whatever it may have been, could not have come under your observation.

In proportion to the merit which I possess, I expect to succeed in my business, and although I wish not to boast of my attainments, I can say, with confidence, that my abilities and knowledge of the law, are fully equal to that which is possessed by many young gentlemen who have had the advantage of a regular course of study in a lawyer's office.

A part of your performance is of so dirty and scandalous a nature, that I find it almost impossible to reply to it with any degree of decency.

That a man in years, a man who has been in public and important stations, who has a respectable family that look up to him for an example, and whose feelings must be wounded by his disgrace, should have no restraint or guard on his conduct, but should thus shamelessly expose this rascally propensity of his nature, this unfortunate predilection for scurrility and abuse, is certainly matter of equal surprise and concern.

As I am not yet fully acquainted with your history, I am unable to determine, whether this disposition manifested itself in your youth, or whether the long leisure you enjoyed in your late trip to London, might have contributed to finish your education, and to add this amiable trait to your character.

However this may be, you evidently appear to bear away the palm from all competitors; the exercise of such a talent seems to be your exclusive privilege, and I must therefore leave you to make the most of your rhetoric; the only effect it can have, will be to convince the world that you are a dirtier rascal than they took you to be.

Your account of my authorship, and your criticism on my poetry, shall not be wholly unattended to. With respect to the latter, I doubt much of your

capacity to judge of it, especially when I contemplate the ridiculous lines that were lately dropped in this city, which you have thought proper to acknowledge as your production.

The reputation of being a poet, is not an object of any importance with me, and however your opinion may affect it, I shall feel no concern, while I have it in my power to defend myself against the serious and malevolent attacks which you have made on me.

With regard to my other compositions, I have submitted them to the public, and am willing that they should pass their opinion on them, but I cannot subscribe to the single authority of yours.

The *History of the last Session*, which has so greatly excited your displeasure, was undertaken with a view of informing the people of the conduct of their representatives, and of giving a short account of the most material transactions, but, among other things, I wished to paint in as strong terms as I could, the conduct of the legislature towards their late officers and soldiers, and to point out the injustice of withholding their rights, and speculating on their property with the public money; and I think I am sufficiently interested in this subject to understand it, although I may not be master of the constitution, under its present latitude of construction.

My talents, such as they are, joined to truth, are the weapons which I must use in my defence, and if they should not be sufficient in opposition to falsity and abuse, the victory must be yours.

The exercise of your wit, I do not complain of, nor are your observations on my person among those parts of your performance which excite my displeasure or resentment—However your taste may have been acquired, whether it was an inherent excellence, or whether in your late travels, your judgement has been Sidonised by the theatre, your ear perfected by the opera, or your visual faculties refined by the transcendent beauties of the London ladies, I give you free permission to exercise it, and (if you can) at my expence.

Whether you are to be silenced by shame or remorse, or whether I am again to hear from you, is not in my power to determine; I would, however, seriously recommend to you to consider, whether it is most advisable for you to plunge still deeper into the vortex of infamy, and to sin beyond the hope of grace or mercy, or by a timely retraction and amendment, to lay some foundation for recovering, in the course of time, a small degree of that respect and esteem which you have now so effectually lost.

Whatever may be your conduct, I am well assured that your malice will fail of obtaining its end, and that your falsity and detraction will be injurious only to yourself.

"When satire flies abroad on falsehood's wing,

"Short is her life, and impotent her sting,

"But when to truth allied, the wound she gives

"Sinks deep, and to remotest ages lives.

"When in the tomb thy pamper'd flesh shall rot,

"And e'en, by friends, thy memory be forgot,

"Still shalt thou live recorded for thy crimes,

"Shalt live detested to the latest times."

One word more Sir—The intention of this reply, is to refute and expose the falsity and malice of your accusations, and to defend my own character; I have therefore confined myself to such remarks and expressions as were necessary for that purpose, and, vile as your conduct has been, have vented no reproaches but what your treatment naturally inspired. But this may not always be the case—A man who feels such a propensity to satire, should be careful to observe, whether all is well at home, and whether he may not suffer by a just retaliation from persons of equal ability.

You have treated the public with my history, perhaps, Sir, a few sketches of yours, may enable me at once to punish your baseness and gratify my resentment. You have made me the subject of your poetry—I may possibly be tempted to make you the hero of mine, and it is, I think, unnecessary to remind you, that I shall be too hard for you there. If I am again insulted, I must have recourse to these means, and although I wish not to mispend my time, and engage the public attention in an altercation of this nature, I shall not hesitate to use every method, consistent with honour and truth, to wound the man who has attacked me in so base a manner.

WILLIAM KILTY.

Annapolis, December 25, 1786.

TO THE CITIZENS OF ANNAPOLIS.

IN the last exhibition which the Delegate made to the public, he was much mistaken in supposing the person he described to be the Citizen; is it not probable that the Delegate himself, in this particular, wrote against his own belief of the fact? In justice to the imagined author, and to render his testimony more complete, the Citizen declares on his honour, that the person, whom the Delegate intends, had no concern in the composition of those pieces which have appeared under the signature of the Citizen. Without this declaration there will be enough published to convince the public, that the Delegate hath grounded his assertions on the blindest conjecture. To the discovery of his real name, the Citizen has not the smallest objection; this liberty is willingly given to the printers, then let the Delegate strike at the real offender, who is prepared to combat his efforts in every shape.

A CITIZEN.

FOUR justices of Charles county having advertised that, "by my not attending the court of that county, the docket has been loaded and swelled to an enormous size;" and as this may be considered a charge against me of neglecting professional duty, which I did not expect, even in this censorious age, it is proper I should state facts to prevent any impression, injurious to me, being made by the assertion.

I have been a practising lawyer in Charles county court about eighteen years, and have attended every court, unless prevented by sickness, or a necessary attendance on public duty. To the best of my recollection and belief, I attended all the courts of that county for the year 1785; in the present year I attended at April court, though the badness of the weather prevented me from being at court until the third day after it began. The weather was rainy, and very, very little business could be done in the course of the week. At June court I attended, the court was adjourned the first day to the last week in August; it being thought by the magistrates, and I believe justly, that people would be much injured by taking them from their crops, which were likely to suffer by the consequences of great and continued rain. I attended the adjourned court in August which sat a week.

Being informed of a meeting of commissioners from several states at Annapolis, on the first week in September, and being appointed a commissioner for this state to confer with commissioners of Virginia upon particular subjects, I thought it my duty to be present. By the journey from Charles county to Annapolis I was so much fatigued and weakened, and in consequence so ill that I was altogether unable to attend the court the second week in September; and if I had been well, the state of uncertainty in which I was with respect to a conference with the commissioners of Virginia, or of the other states, would have detained me at Annapolis. Of these circumstances I informed the justices of Charles county court, and requested them to adjourn the court to a time in November, when I expected certainly to attend; the adjournment was made to the time proposed, but the general court continuing beyond that time, and I being engaged in trying causes in the general court, could not attend the county court without quitting the trials in which I was engaged in the superior court. I am not concerned in above half the causes on the trial docket for Charles county, and my absence was certainly not the cause that the business in which I was not concerned was postponed. From these facts it will appear that the present state of the docket of Charles county court cannot justly be ascribed to my non-attendance. The accidental unfavourable weather in the court weeks of this year has been one cause to increase the trial docket, and the general practice of giving preference to the prosecution of the criminal business, which takes up great part of the week, will always render it impossible to finish the trials of each court without adjournment.

The manner of conducting the business in future must depend upon the majority of the justices.

I shall regularly attend the court, unless prevented by unavoidable accident, sickness, or superior duty, and if either of these causes should produce injury to those who intrust me with their law business I shall be extremely sorry, but can never esteem it a proper consequence of accident, ill health, or public service.

It is very disagreeable to be obliged to state in a news-paper circumstances so uninteresting to the public, but I hope it will be excused when silence might be taken for acquiescence in an imputation which I am conscious I do not deserve, and which I had not the smallest reason to suppose would be cast upon me by the subscribers to the advertisement referred to.

T. STONE.

Annapolis December 17, 1786.

LONDON, September 12.

A GENTLEMAN of the name of Edwick, we are informed, has completed a plan for conveying water out of ships that may prove leaky at sea, without manual labour or fatigue. This experiment was first tried on a leaky ship, in her passage from Antigua to Corke, in the year 1783, making at that time from 112 to 120 inches water per hour; which proved in the highest degree successful. The utility of this discovery will soon be tried in the river Thames.

At Lemgow, in the circle of Westphalia, about the beginning of last month, the servant of a gentleman being found intoxicated in a garden, his master ordered him the "Otho" by way of punishment; which in other words is, "tossing in a blanket." Some women accordingly provided a blanket, and into it the man was put; and when the women were tired tussling him, some men adopted the diversion, but were so violent that the man died. This discipline is called the "Otho," from its being said to have been one of Otho's imperial delights.

Extra of a letter from Paris, August 18.

The patriotic confederacy lately formed in Holland against the prince stadtholder, may very possibly disturb the tranquillity of Europe, by the part which the other powers will, in the end, take in this intestine division, which, under pretence of re-establishing the constitution of the United Provinces on its true basis, may change the form of it, and con-

stitute democracy. I have too much to do to hold a hearing, nor the other hand, the patriotic party are Sept. 16. A France, says, vice, that the of 80,000 men taught the use of the sword; that the emperor having disciplined; has some intention he has no good

C A R
Extra of a letter from London, dated
"Yesterday, who reports that Kentucky, with wane towns, men, five of w made prisoners children.

"That on the the British we sent out M'Ke the circumstances had with m from being kil the Indian cou
"That the sembling at U which they in the council br quest that no v Ohio.
"The letter the Wyandots of going to w course of last States would t conduct."

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Extra of a letter from Gen
"I have a friend Mr. Bar having conclu the emperor."

Tuesday last relate that the Thomas Thon Island, and w of wind cast o end of Long I whom perished their lives, by was washed on James Dickin Bermuda.

R I C
Captain Jo va, who arriv land, Massac forms, that Kennebeck, of Barbary, twist the An cluded before vage said mi ing Post.

ANN A
The hono a member o Stoddert, E ment.

Extra of a gentleman, the Creek I
"I retur news from very great f with the Cr tions to murderers a given up fr the Georgi towns to let nor his part that he was would treat
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fitute democracy for aristocracy; Prussia and England have too much interest in maintaining the stadtholdership, not to assist their relation and ally; on the other hand, those who call themselves the patriotic party are higher extolled."

Sept. 16. A letter from Cadiz, by the way of France, says, that they have received certain advice, that the emperor of Morocco has now an army of 80,000 men, all well disciplined, having been taught the use of arms by an Englishman who escaped from Gibraltar in a Moorish vessel during the siege; that the Spaniards are greatly alarmed at the emperor having so powerful an army, and so well disciplined; being apprehensive that the emperor has some intention of besieging Ceuta, knowing that he has no good will towards the court of Spain.

CARLISLE, November 22.

Extra of a letter, received by a gentleman in this borough, dated Pittsburgh, November 8, 1786.

"Yesterday a person arrived here from Detroit, who reports that colonel Logan, who marched from Kentucky, with about 350 men, attacked the Shawanese towns, burned five villages and killed ten men, five of whom were chiefs of that nation, and made prisoners of upwards of thirty women and children.

"That on the news of this affair reaching Detroit, the British were thrown into some confusion, and sent out McKee, Elliott and Brant, to inquire into the circumstances—that Brant was active and behaved with much generosity, in saving sundry whites from being killed, and getting them sent safe out of the Indian country.

"That the Wyandots and Delawares were assembling at Upper Sandusky to council, the result of which they intend to inform congress of as soon as the council breaks up, in the mean time they request that no white men shall be suffered to cross the Ohio.

"The letter writer adds, it is his opinion, that the Wyandots and Delawares will be very cautious of going to war, and that they have often in the course of last summer told the Shawanese the United States would be obliged to whip them for their bad conduct."

PHILADELPHIA, December 7.

Extra of a letter from Paris, dated August 30, to a gentleman in Norfolk, Virginia.

"I have the pleasure to inform you that our friend Mr. Barclay has arrived from Morocco, after having concluded an honourable treaty of peace with the emperor."

Tuesday last arrived in this city two seamen, who relate that they belonged to the brig Peggy, captain Thomas Thompson, bound from Bermuda to Rhode-Island, and were on the 18th ult. in a violent gale of wind cast on shore on Montock point, on the east end of Long Island—he had 10 men on board, 7 of whom perished; the mate and our informants saved their lives, by getting on a part of the wreck, which was washed on shore. The Peggy was owned by James Dickinson, of the town of St. Mary's, in Bermuda.

RICHMOND, December 14.

Captain Jonathan Armstrong, in the sloop Minerva, who arrived on the first of November at Port land, Massachusetts, in 29 days from Demarara, informs, that he saw captain Savage, belonging to Kennebeck, with a load of mules, from the coast of Barbary, who informed him that a peace betwixt the Americans and Algerines had been concluded before he left the coast. This captain Savage said might be depended on.—New-York Morning Post.

ANNAPOLIS, December 28.

The honourable William Harrison, Esq; is elected a member of the senate in the room of Benjamin C. Stoddert, Esq; who declined accepting his appointment.

Extra of a letter, dated November 24, from a Virginia gentleman, who attended the late Georgia treaty with the Creek Indians.

"I returned from the south last evening; the news from thence is, that the Georgians, after a very great parade, have concluded a treaty of peace with the Creek Indians, who are to give up all pretensions to the Oconee disputed lands, also the murderers and the plundered property. They have given up five of their chiefs as hostages; and 15 of the Georgian light horse are gone to the Creek towns to see the murderers executed. M'Gillvery nor his party did not come in, but sent a message that he was ready to treat with congress, but never would treat with Georgia.

"The Cherokees seem very peaceable; who inform that there are about 80 Canadians from Detroit, near the Muscle shoals, with a very considerable quantity of goods."

* This gazette, No. 2085, terminates the year with all subscribers to it.

Just imported in the ship Washington, captain Chapman, from London, and now opening at the subscriber's store, on the Dock,

A VERY general assortment of fall and winter goods, which will be sold on the most reasonable terms for cash, or bills on London.

4 X

JAMES MACKUBIN.

December 20, 1786.
To be SOLD, on Thursday the 11th day of January next, for cash,

ALL that moiety or half part of a lot of ground, in the city of Annapolis, formerly occupied by the widow Brice, which said lot is distinguished by the number seventy, with the buildings and improvements thereon. The sale to be at Mr. Mills's coffee house, and to begin at 12 o'clock. Possession will be given immediately after the sale.

1

B. OGLE.

December 26, 1786.

Wrighton Farm for Sale.

THIS valuable place consists of two hundred and twelve and an half acres, lying within six miles of Annapolis by land, and about twelve by water, is well known to be one of the first natural pastures in the state, beautifully situated on Rhode-River, between two large creeks, abounding with wild fowl, fine oysters, and other fish, &c. its peculiar situation (being almost surrounded by water) exempts it from invasions by neighbours cattle, hogs, &c. prevents the owner's stock from straying, and is entirely out of the walks of those idle people who are apt to pick up pigs, fowls, spades, axes, grubbing-hoes, &c. and converting them to their own use; the buildings consist of a dwelling house 25 by 30, with chimnies at each end, two rooms below, and two above, a kitchen and pantry, smock-house, dairy with a well in it, and a barn, all of them brick, the barn, through which a loaded cart drives, is 32 feet long, 30 wide, and shedded with stables, a corn-house that keeps out all rats and mice, a hog-pen that prevents a rogue from taking them. To prevent needless application the price is fixed at £. 12 10 specie per acre. Three years credit given the purchaser, on giving bond with security, if required, and paying interest. Ten per cent. will be discounted for prompt payment on any part of the sum in specie, or bills of exchange. Full possession given in the spring, except pasturage till the last of October next, for a few mares, colts, and dry cattle, &c. for which a liberal price will be allowed, viz. the produce of the milchcows at present on the place, and the wheat sowed last fall will be given up to the purchaser. Said place if not sold by the 10th of April, will be let, with the houses and stock for one half of the profit, to a proper person, he finding provisions and clothing for the negroes.

NATHAN WATERS.

N. B. Eight acres of the above land in timothy meadow, and fifty more may be easily made.

4 w

Hollowing Point, December 15, 1786.

THE subscriber having suffered considerably by persons who, under pretence of hunting, have made depredations on his stock, and destroyed his timber; he has also been injured and put to inconvenience by persons who, riding through his land, have thrown down his fences, and in effect rendered his plantations a common; this is therefore to forewarn all persons from hunting on or riding through his land, otherwise than by the main road, without his permission, and, however painful it may be to the subscriber, he is determined to prosecute all such trespassers with the utmost rigour of the law.

10/27/86

B. MACKALL.

EIGHT DOLLARS REWARD.

December 18, 1786.

STOLEN from the dwelling plantation of Mr. Richard Thomas, Montgomery county, on or about the 12th of last month, a strong able dark bay HORSE, about fifteen hands high, ten years old next spring, one hind foot white, and I believe some white on one fore foot, and some white in his face, hanging mane and twitch tail, branded on the near buttock, PH connected. For information thereof so that I get him again, two dollars reward, if above 30 miles from home a further proportionable reward, if out of the state the above reward, and reasonable satisfaction made, if brought home, paid by the subscriber, living at said plantation.

Wm. Holmes

THOMAS KNOTT.

St. Mary's county, December 12, 1786.

CAME into the pasture of Robert Winstaff, last spring, a brindle COW, with an under and over bit out of the right ear, and a crop off the left. The owner may have her again on proving property and paying charges.

1 Jan. 1787

July 14, 1786.

COMMITTED to my custody as a runaway, a lusty, well set negro man who says his name is WILLIS, and that he is a house carpenter, appears to be about thirty years of age, says he belongs to Jeremiah Brown, who lived in Harford county, North-Carolina, but has removed into Mecklenburg county, in Virginia. His master is desired to come and take him away and pay charges, by the 9th of January next, or he will then be sold, at Mr. George Mann's tavern, in Annapolis, at three o'clock, for his prison fees.

1

DAVID STEUART, sheriff of Anne Arundel county

For Havre-de-Grace and London, The Ship WASHINGTON,

Captain WILLIAM CHAPMAN.

HE is a remarkable fast sailing vessel, and has excellent accommodations for passengers, and will sail by the 14th of next month. For freight or passage apply to captain Chapman, on board, or to Messieurs Wallace and Muir.

Annapolis, December 7, 1786.

3

December 19, 1786.

ALL persons are hereby forewarned hunting on Poplar-Island with either dog or gun, and from cutting down young white oak and hickory on Coblent's Neck, &c.

2

WILLIAM SEARS.

December 18, 1786.

Pursuant to the directions of the last will and testament of James Owens, late of Anne Arundel county, deceased, will be sold to the highest bidder, at his late dwelling, on Saturday the 30th instant,

SIX country born negroes, consisting of men and women. The terms of sale will be made known on the day of sale.

All persons having claims against the estate are requested to call for payment, and those indebted are desired to make payment without delay.

ANNE OWENS, executrix, JAMES OWENS, executor.

2 X

December 18, 1786.

To be SOLD, at public vendue, on the 9th day of January, at the late dwelling of Thomas Watkins, late of Anne Arundel county, deceased,

SUNDRY valuable negroes, stock, and household furniture. The terms will be made known on the day of sale.

ELIZABETH WATKINS, administratrix.

N. B. The creditors are desired to meet at 9 o'clock, in order to make their claims known.

2 E. W.

November 8, 1786.

WHEREAS the business of Charles county court has been greatly retarded and delayed by the non attendance of Thomas Stone, Esq; practising attorney of the said court, whereby the docket has been loaded and swelled to a most enormous size, we therefore think proper to give this public notice, that from this time no action or suit will be delayed on account of the non attendance of the gentlemen of the bar, but at April term next, the causes will be taken in course, as they stand on the docket, and either heard by other counsel, struck off, or further continued, as particular circumstances (in justice to the suitors) may require.

WALTER HANSON, JOHN DENN, SAMUEL HANSON, jun. RICHARD BARNES.

2

To be SOLD, at PRIVATE SALE, on twelve or eighteen months credit,

THREE young negro women and seven children, boys and girls, which will be sold with their mothers. Any person inclinable to purchase, may see the negroes by applying to the subscriber, at his store, in Cornhill-street.

3 X

RICHARD MACKUBIN.

November 15, 1786

NOTICE is hereby given, that the subscriber intends to prefer a petition to the next general assembly of the state of Maryland, to pass a law to enable her to sell and dispose of a tract of land in Worcester county, known by the name of Philip's Adventure.

2

HANNAH BISHOP.

EIGHT DOLLARS REWARD.

November 7, 1786.



RAN away from the subscriber, living in Prince-George's county, on the third day of June last, a negro man named TOM, about 30 years of age, 5 feet 8 or 9 inches high, square made, full faced, of a yellowish complexion, has a scar on the left side of his upper lip, his dress unknown; he was taken from my house in a clandestine manner some years ago by some persons employed for that purpose, from whom he made his escape, and was gone about two years and nine months, during which he passed by the name of Thomas Jenifer; the first year he says he lived with John Plummer in Anne Arundel county, near Mount Pleasant ferry; the remainder of the time he lived, he says, at a plantation on this side of London town, belonging to Mr. Steuart, from whence he was brought home; he pretends to have a wife at Benjamin Lane's, in Anne Arundel county, whose mother lives at Miss Mary Parker's, in Calvert county, at which place it is imagined he is harboured by the negroes. Any person who takes up the said negro and will bring him home to the subscriber, shall receive the above reward, paid by

3 X w 3

JOSHUA BEALL.

Annapolis, November 1, 1786.

ALL persons having claims against Henry Jones, late of Anne Arundel county, deceased, are requested to bring them in to the subscriber as soon as possible, as he is very desirous of ascertaining the amount, that he may proceed to the sale of the effects of the deceased, for the purpose of discharging all just claims, and all persons indebted to the deceased are requested to make payment.

6 X

THOMAS HARWOOD, executor of Henry Jones, deceased.

Charles county, October 11, 1786.

WHEREAS a certain William Coher, of Washington county, sold Thomas Courtney Reeves, part of two tracts of land, called Betsey's Delight, containing sixty-two acres, and part of a tract called Mistake, containing forty-five acres, lying in Charles county; and the said lands by mistake were conveyed in the name of Thomas Charles Reeves, and since the said William Copher has moved off to Kentucky, but the said deed, for want of the proper name, being defective; this is to give notice, that I intend to apply to the next general assembly, praying an act may pass to give the same effect to the deed, as if the proper name had been mentioned, and likewise to have the said deed recorded agreeable to law.

THOMAS COURTNEY REEVES.

Annapolis, December 19, 1786.

COACH-HORSES

2 For Sale,

A PAIR of handsome young bay horses, upwards of fifteen hands high, very strong and active, to be seen at Mr. Mann's stables.

WHEREAS in consequence of certain intelligence, that a combination of numerous tribes of hostile Indians had actually commenced war on the western frontiers, the United States in Congress assembled did, on the 20th October last, resolve in the manner and form following, to wit:

"RESOLVED unanimously, That the number of one thousand three hundred and forty non commissioned officers and privates be raised for the term of three years, unless sooner discharged, and that they, together with the troops now in service, be formed into a legionary corps, to consist of 2040 non commissioned officers and privates." "That the additional troops be raised by the following states, viz.

New-Hampshire	260
Massachusetts	660
Rhode Island	120
Connecticut	180

Maryland and Virginia each 60 cavalry, making 120; That the pay and allowances to the troops to be raised by this resolve, be the same as established by the act of Congress of the 12th April, 1785," and,

"That the board of treasury contract for a supply of clothing and rations, at such places, and in such quantities, as the secretary at war should judge necessary."

And, whereas for the more effectual carrying into execution the aforesaid act, the United States in Congress did, on the 21st October last, resolve further in the manner following, to wit:

"RESOLVED unanimously, That the several states in the confederacy be, and they are hereby required to pay into the federal treasury, on or before the first day of June, 1787, the sum of 530,000 dollars, which sums are as follow, viz.

New-Hampshire	18,603
Massachusetts	79,288
Rhode Island	11,399
Connecticut	46,746
New-York	45,368
New Jersey	29,415
Pennsylvania	72,504
Delaware	7,959
Maryland	49,979
Virginia	90,630
North-Carolina	38,478
South Carolina	30,973
Georgia	5,671

Which sums when paid shall be passed to the credit of the states respectively, on the terms prescribed by the resolves of Congress of the 6th day of October, 1779; and that the monies arising from the said requisition be and hereby are appropriated for the pay and support of the troops on the present establishment.

"RESOLVED unanimously, That the board of treasury be, and they are authorized and directed to open a loan immediately to the amount of five hundred thousand dollars, at six per cent. per annum, on the credit of the foregoing requisition, which they are hereby authorized to pledge to the lenders for the faithful reimbursement of the monies loaned with the interest thereof."

Now therefore, The commissioners of the board of treasury of the United States, by virtue of the powers in them vested by the resolve aforesaid, have agreed to open a loan for the sum of five hundred thousand dollars, in the mode and on the terms following, to wit:

1st. Subscription books for the purpose above mentioned shall, without delay, be opened at the respective loan-offices in the several states, in which shall be entered the names, occupations, and places of residence of the subscribers, together with the state and amount of the several subscriptions. Provided also, that no subscription shall be received for a less sum than four hundred dollars.

2d. At the time of subscription the parties shall pay down one fourth part of the amount thereof, and the remainder in three installments, viz. One third at the end of three months, after the first deposit; one third at the end of six months; and one third at the end of nine months.

3d. The subscribers to the loan shall be entitled to interest on the sums by them respectively subscribed, at the rate of six per cent. per annum, computed from the date of the first deposit, which interest shall be annually paid in gold or silver coin, at the several offices where the subscriptions are entered; but as this privilege of paying by installments is highly beneficial to the subscribers, it is conditioned, That on subscriptions not completed, the sums actually advanced shall only be demandable at the period fixed for the redemption, without any interest computed thereon.

4th. Receipts shall be given for the payments at the different installments, and at the end of nine months, on the said receipts being produced at the office where the subscriptions were entered, they shall be cancelled, and the subscribers or their legal representatives shall receive formal obligations on the part of the United States, acknowledging the loan of the money in pursuance of the resolves of Congress of the 21st October last; and stipulating the period of redemption, with an interest of six per cent. per annum, till paid, computed from the date of the first deposit; and for the greater convenience of the lenders, they shall receive the amount of their respective subscriptions, in certificates of the following denominations according to their option.

In Certificates of 1000, 500, 400, 300, 200, 100 dollars each.

5th. The period of redemption of the principal sums subscribed to the above loan, shall be on the last day of December 1788, and the same shall be paid in gold or silver coin, to the parties or their legal representatives, provided always, That a right be reserved to the United States of paying off the same at any period subsequent to the last day of December, 1787, giving public notification of such their intention throughout the several states, at least one month previous thereto.

6th. To ensure the reimbursement of the capital to the respective subscribers, the commissioners of the board of treasury engage, that as they shall be able from time to time to ascertain the subscriptions made in the several states, they will draw warrants in pursuance of the present requisition on the respective receivers of taxes for the whole amount of the sums subscribed in the states, and that the same shall, at no time thereafter, enter into the general disbursements of the treasury, but shall be punctually and distinctly appropriated for the redemption of the principal and interest of the monies subscribed to the present loan.

IN witness whereof, we have hereunto set our hands and affixed the seal of office, this twenty third day of November, one thousand seven hundred and eighty-six, by virtue of the powers in us vested by an act of the United States in Congress of the 21st October, 1785.

SAMUEL OSGOOD, }
WALTER LIVINGSTON, } Commissioners
of the board
ARTHUR LEE, } of treasury.

We whose names are hereunto subscribed do engage to pay in gold or silver coin to Thomas Harwood, Esq; commissioner of the loan-office for the state of Maryland, the sums annexed to our respective names on the conditions above specified.

BOARD OF TREASURY of the UNITED STATES.

November 20, 1786.

THE United States in Congress, having by their act of the 20th October last, directed the board of treasury to contract for the clothing and rations necessary for the troops to be raised in pursuance of the act above mentioned; and having further by their act of the 21st of the said month, made a special requisition on the several states, for the sum of five hundred thousand dollars, to be expressly applied for the pay and support of the troops on the present establishment,

THE COMMISSIONERS of the BOARD of TREASURY, HEREBY GIVE NOTICE,

That proposals will be received at their office till the 20th day of December next inclusive, for the supply of all rations, which may be required for the troops on the present establishment from the 1st day of January, to the 31st day of December 1787, (both days inclusive) at any place, or places betwixt the state of New-York and New-Jersey, and York-town in the state of Pennsylvania, both places inclusive; provided the same be not further north than Saratoga, in the state of New-York.

And for all rations which may be required from the 1st day of June to the last day of December 1787, (both dates inclusive) at the places, and within the district herein after mentioned.

At any place or places betwixt York-town, in the state of Pennsylvania, and Fort Pitt; and at Fort Pitt.

At any place or places betwixt Fort Pitt, and Fort McIntosh on the river Ohio; and at Fort McIntosh.

At any place or places betwixt Fort McIntosh, and the mouth of the river Muskingum; and at the mouth of the said river Muskingum.

At any place or places betwixt the mouth of the said river Muskingum, and the mouth of Scioto river; and at the mouth of the said river Scioto.

At any place or place betwixt the mouth of the Scioto river and the mouth of the great Miami; at the mouth of the great Miami; and from thence to the rapids of the falls of the Ohio; and at the said rapids.

At any place or places from the mouth of the Miami river, to the Miami Village; and at the Miami Village.

From the Miami Village to Sandusky, and at Sandusky, from Sandusky to the mouth of Cayoga river.

At any place or places betwixt Fort Pitt, and Venango, and at Venango.

At any place or places betwixt Venango, and Le Boeuf, at Le Boeuf; betwixt Le Boeuf and Presq' Isle; at Presq' Isle, and betwixt Presq' Isle and the mouth of Cayoga river.

At the mouth of Cayoga river, and at any place or places on the route from Fort Pitt to the mouth of Cayoga river.

Should any rations be required at any places, or within other districts, not specified in these proposals; the price of the same to be hereafter agreed on betwixt the secretary at war, and the contractor.

The ration to be supplied, is to consist of the following articles, viz.

One pound of bread or flour,	
One pound of beef, or 3-4lb. of pork,	
One gill of common rum,	
One quart of salt,	
Two quarts of vinegar,	} Per 100 rations.
Two pounds of soap,	
One pound of candles,	

The proposals must ascertain the prices of the component parts of the ration; and specify the longest credit, and the terms of payment, which the persons who offer are willing to engage on.

Those who incline to contract, may at their option, send in proposals for supplying the rations at all the places mentioned, in this advertisement; or separate proposals for supplying the rations issuable betwixt the state of New-Hampshire, and York-town in the state of Pennsylvania. And those which are issuable from York town, to, at, and for any of the places which are particularly specified.

November 21, 1786.

THE subscriber begs leave to inform the public, that he purposes to occupy and keep tavern at the stand where Mr. Leonard Davis lives, at Montgomery court-house, after the first week in December, and flatters himself that all those who please to call on or favour him with their custom, will meet with good usage and general satisfaction, from their most obedient,

3 X

SAMUEL BARRON.

Annapolis, August 9, 1786.
WHEREAS Mr. Thomas Rutland hath thought proper to publish an advertisement forewarning all persons indebted for dealings at either of his stores in Virginia or Maryland, from paying any money to Mr. John Petty, in behalf of the firm of Yates and Petty, and has assigned for the reason of such publication, that the said Petty had broken the award determined on by gentlemen mutually chosen to adjust their differences, I think it proper to inform the public, that the prohibition of Mr. Rutland is as unjust as his allegation in this respect is without foundation. The supposed breach of the arbitration arises in his opinion, as far as I can conjecture, on the suit commenced by Yates and Petty for the recovery of a very considerable balance due to them from Mr. Rutland, but a little reflection must convince him that his conduct in disposing of a considerable part of his estate, subsequent to the award, rendered this step absolutely necessary, and that Yates and Petty are fully justified in pursuing it, by the terms of the award made by the gentlemen appointed, of which all persons may be fully satisfied by applying at the store of Mr. Petty, in Annapolis. It is with concern that the subscriber finds himself under the necessity of entering into a public altercation respecting his private affairs, but should Mr. Rutland persist in his unjustifiable accusations, a full account of his transactions with and conduct towards Yates and Petty, will enable an impartial public to judge which of the parties has the greatest reason to complain of ill treatment.

The subscriber takes this opportunity of requesting all persons indebted for dealings at the stores (late Mr. Rutland's) in Virginia or Maryland, to make him immediate payment of their respective accounts, or he shall be under the necessity of making use of compulsory measures to recover the same, which will be very disagreeable to their

Most obedient humble servant,
JOHN PETTY.

Upper-Marlborough, October 29, 1786.



STRAYED or stolen, from the subscriber, at Upper-Marlborough, on the 16th of September, a likely gray HORSE, about fourteen hands and an half high, trots and gallops, neither docked nor branded, the end of his tail is white, which he carries very well, he was shod before a few days before he was missing. Any person that will bring him to me shall receive a reward of three guineas.

JOHN HALKERSTON.

W. GODDARD'S ALMANACK, For the Year of our Lord 1787. To be Sold at the Printing-Office.

NOTICE is hereby given, that the subscribers intend to petition the general assembly, at the ensuing session, for an act to appropriate so much of the money arising from the rents of the glebe lands of the parish of St. Margaret's, Westminster in Anne-Arundel county, as will discharge the arrears due for building the Chapel of Ease in said parish, and for which judgments have been recovered against them in Anne-Arundel county court.

VACHEL STEVENS,
JOHN WALKER,
RICHARD JACOB,
WM. PUMPHRY.

Annapolis, July 21, 1786.

Lands for Sale.

THE subscriber has for sale all that tract of land called Beall's Plantation and Snowden's Reputation Supporter, containing about 700 acres, situated on the head of South river, about three miles from navigable water, and contiguous to the estate of Mr. Richard Hopkins, of Gerard.

This is a most eligible situation, being about twelve miles from the city of Annapolis, twenty-eight from Baltimore-town, twenty-four from George-town, and seven from the inspection houses of Indian Landing and Queen-Anne. is well adapted for corn, wheat, and particularly tobacco, also well timbered and watered, a very good mill stream runs through it; there is some meadow ground, and much more may be made.

The improvements upon it are, a good dwelling house with three large rooms on each floor, kitchen, quarter, cornhouse, stables, tobacco house, a very fine apple orchard, together with a number of other valuable fruit trees.

Mr. Richard Hopkins will shew the premises above mentioned; further particulars may be had of the printers, of Messieurs William Patterson and brothers, Baltimore, or of

JOHN WADDINGTON, in Philadelphia.

Calvert county, November 9, 1786.

COMMITTED to my custody as a runaway, a negro man who says his name is DICK, and belongs to Peter Grim's, of Baltimore county, about 15 miles above Baltimore-town; he is about 30 years old, black complexion, 5 feet 6 inches high, well made, has a small scar on his left cheek; has on an old gray farnought jacket, old check and brown linen shirts, old linen breeches, yarn stockings, new shoes, and a good felt hat. The owner is desirous to take him away and pay charges to

2

W ALLEIN, Sheriff
of Calvert county.