

motive to me, to palliate his own evasive conduct. I demanded thirty-five shillings per cent. for the tobacco from Mr. Forbes by my letter before referred to, but having afterwards discovered that there was something more than 300 lbs. of tobacco of the hogheads broke, which was not prized into the four hogheads taken, and which I sold at thirty-five shillings per cent. this, with the charges of over-hauling and freight to Baltimore, reduced the price to about thirty shillings per cent. at which rate I consented with Mr. Key. I will draw no positive conclusion from the facts above stated, because I do not certainly know what passed between Mr. Key and Mr. Forbes; this remains for them to settle. At the time this transaction was first mentioned, Mr. Key had never given me any explanation of it, although he promised to do so, and as the tobacco was shipped in May 1783, and Mr. Forbes had declared that Mr. Key gave him an order for the tobacco, and knew that it was shipped shortly after the event took place, and Mr. Key several months afterwards, to wit, in September and October, assured me he had not shipped the tobacco, and that the notes should be sent me, which implied that Mr. Key believed the tobacco to be still in the warehouse; and as Mr. Key at last undertook to pay for the tobacco, and discharged Mr. Forbes from any claim the state had against him as the shipper of the tobacco, I really did believe that Mr. Key had used the state's tobacco, and afterwards intended to deceive its officer, and procrastinate payment. Whether my opinion was just or not, depends upon this fact, Did Mr. Key give Mr. Forbes authority to ship the tobacco, or did he assent to it at any time before he wrote the letters to me of September and October? This fact is not reduced to certainty. Probably Mr. Forbes may think it of sufficient concernment to him to ascertain and state it; but I cannot refrain from making some remarks upon the state given by Mr. Key, which, instead of proving his perfect innocence, seems rather to confirm what Mr. Forbes always alleged. From the omission of dates, and the concise manner in which Mr. Key states the several transactions, a person unacquainted with the subject would be induced to believe a very short space of time intervened between the shipping the tobacco and the final settlement of the dispute, when, in truth, above eighteen months elapsed from the time the state's property was taken to the time it was agreed to be paid for; and every means had been used by the officer to have justice done the state, and not one essential step had been taken by the person who proved ultimately to be the debtor to come to a settlement, although he had expressly promised that the most ample satisfaction should be given, above twelve months before he thought proper to advance to a settlement. Mr. Key alleges, that he offered Mr. Forbes some tobacco at Magruder's warehouse in payment of a balance due him on a tobacco transaction in November 1782, without mentioning any other intercourse between them, until after the tobacco was shipped in May 1783; Mr. Key was a merchant, and had tobacco transactions with many others as well as with Mr. Forbes, who was also a merchant. Is it probable, at the time referred to when tobacco sold very freely, Mr. Forbes should suppose that notes which Mr. Key had offered him six months before, were still his property in May 1783; or, is it likely, that Mr. Forbes having refused the notes would have ordered them to be shipped without previously consulting Mr. Key, or giving him notice afterwards. Again, had Mr. Forbes inclined to have made for very free with Mr. Key, how was he to describe, in his order to the inspector, the tobacco he desired to be shipped? He did not know, according to Mr. Key's account, that these notes had ever been carried to the inspector for the purpose of having the tobacco re-weighed; he then could only have wrote to the inspector to ship the tobacco corresponding with certain notes Mr. Key had purchased from the intendand. Could the inspector have known what tobacco to have shipped in consequence of such an order? How comes it that he shipped only the 4 hogheads of re-inspected tobacco, and left 2 hogheads of bad? Did the 4 hogheads amount to the balance due by Mr. Key to Mr. Forbes? Do not these considerations raise at least a very strong presumption in favour of Mr. Forbes's assertion, that he shipped the tobacco with the knowledge, and by the order of Mr. Key? Mr. Key states that, believing that the intendand wanted to make him pay too much for the tobacco, he referred him to Mr. Forbes for payment, at the same time (as the mistake had happened from his not giving Mr. Forbes notice that he, Key, had relinquished his purchase of the tobacco,) he took the first opportunity to assure Mr. Forbes, that he held himself bound to secure him from damage. Why did Mr. Key conceive the intendand wanted to make him pay too high a price? Because he demanded only what the tobacco sold for? Why did Mr. Key refer the intendand to Mr. Forbes for payment, and at the same time give Mr. Forbes the above assurance, and by these evasions keep the matter unsettled? Was it because the intendand might go out of office about that time, and others who succeeded him might not attend to the transactions? Or what else was the cause? But if nothing passed between Mr. Key and Mr. Forbes, except what Mr. Key states, why should he think himself bound to indemnify Mr. Forbes? Had Mr. Forbes, as he had refused the to-

bacco, any right to expect that Mr. Key should inform him of what he afterwards did with it? Was Mr. Key in the least to blame for not informing him that he had returned the tobacco? Would any man of common sense ever have thought of giving the information under such circumstances? Would not Mr. Forbes have thought Mr. Key insane if he had wrote him on the subject? An obligation to give the information omitted, presupposes the person to be informed had at least an interest in the thing to be informed of? But according to Mr. Key's state, Mr. Forbes had refused to take this tobacco, and therefore had no interest in it or any claim upon Mr. Key to give him information on the subject. I ask, if any man, except Mr. Key, would have thought himself bound to indemnify a person who had used tobacco under the circumstances stated by Mr. Key?—Men in general would rather have resented such an usurpation of their rights, especially when it tended to involve them in difficulties. Does any person who knows Mr. Key, believe he is apt to father the mistakes of his friends at his own loss? If Mr. Forbes had taken the tobacco without orders, would Mr. Key, after the delays which were practiced, have agreed to pay the money, knowing that Mr. Forbes declared he shipped the tobacco by his order? If Mr. Forbes had committed to egregious a mistake as Mr. Key supposes, would he not have settled the matter with the intendand, rather than have an inquiry which must end to his disadvantage? Mr. Forbes never offered to settle for the tobacco, and rather than have done it, would have gone into a judicial inquiry. But it appeared to me that Mr. Key wished to avoid this, and that the apprehension of it produced a settlement which could not have been obtained by any other means. Upon the whole of this transaction, I cheerfully submit to the public, whether I had not at least probable grounds, to suppose that Mr. Key had not conducted himself as he ought to have done in the above affair, and whether his publication has proved my opinion to be groundless; and also, whether I can be justly charged with attempting to take an ungenerous advantage of his situation, in the settlement of a claim in which I had no personal interest.

To Mr. Key's keen resentment of the supposed injury done him by the measures taken to compel him to account for the state's property, may probably be traced, his unsuccessful attempts and distinguished activity in the house of delegates against the late intendand, and motives equally honourable, and which may be explained in due time, I have no doubt, governed some others.

DAN. OF ST. THO. JENIFER.
Annapolis, March 7, 1786.

February 27, 1786.
To be SOLD, by the subscriber, at his plantation on Herring-bay, on Monday the third day of April next, if fair, if not the day following,

TWELVE or fourteen likely healthy negroes, consisting of men, women, boys, and girls, one of them a good blacksmith. A credit of six and nine months will be given, bond on interest with approved security.

DAVID WEEMS.

By the PRESIDENT and DIRECTORS of the Patowmack company, March 2, 1786,
ORDERED, That the subscribers and proprietors of the Patowmack company pay into the hands of William Hartthorne, of Alexandria, treasurer to the company, ten pounds sterling on each respective share, on or before the fifteenth day of April next, and the further sum of ten pounds sterling on or before the fifteenth of June next.

The success of the work hitherto is pleasing and encouraging, and the president and directors flatter themselves the future punctuality of the subscribers will enable them to proceed with vigour to accomplish the purposes of the institution.

The inattention of some of the subscribers to repeated requisitions to pay in the two and a half per cent. formerly ordered, and of some to pay in even the five per cent. first called for, will lay the president and directors under the disagreeable necessity of publishing their names and defaults, and proceeding to sales of their shares, and eventually to bring suits for recovering the balances that may be due agreeable to law, unless prevented by immediate payments.

By order of the board,
JOHN POTTS, jun. secretary.

St. Mary's county, February 21, 1786.
I HAVE lately received a letter from England requesting me to make inquiry after a certain THOMAS LOWE, son of Edward and Mary Lowe, of Marylebone, London, who came to Maryland about thirty-five years ago, to settle with his uncles Messieurs John and Robert Chesley; therefore if the said Thomas Lowe be still living, he may be informed of the said letter more particularly, which, it is probable, may be advantageous to him; if the said Lowe be dead and has left heirs, they may be likewise informed therewith, by applying to me. Should the aforesaid Thomas Lowe be dead without heirs, I should be thankful to any person, knowing the same, to inform me of the time and place of his death, that I may acquaint his friends of the same.

ZACHARIAH FORREST.

March 6, 1786.
THIS is to give notice to the legal representatives of the late rev. Mr. James Macgill, that the distribution of his personal estate will be made at his late dwelling house, on the 21st day of this instant, where those concerned are desired to attend.

SARAH MACGILL, administratrix.

March 3, 1786.

THE president and directors of the Patowmack company are desirous of entering into a contract for furnishing the hands employed in carrying on the work at and below the Shenandoah with rations for one year, each of which is to consist of one and a half pounds fresh meat, or one and a quarter pounds salt beef, or one pound salt pork, one and a half pounds flour or bread, and three gills good spirituous liquor per day, also one gill of salt, and one of vinegar per week to each ration; that from the first of April to the fifteenth of October the men are to be supplied with two thirds salt and one third fresh, from the fifteenth of October until the first of January three fourths fresh and one fourth salt, and from the first of January for the remainder of the year one half fresh and the other half salt provisions, and it is expected the number to be issued will not be less than two hundred.

Persons who wish to contract are to send in their sealed proposals to the board, on or before the fifteenth day of April next, when a meeting at the coffee-house in Alexandria will be held, and the contract given to him who engages to supply them on the lowest terms; on his entering into bond with security for the performance of it.

And to enable the contractor to proceed in the business, a reasonable sum of money on security will be advanced him if he desires it.

By order of the board,
JOHN POTTS, jun. secretary.

Newport, February 27, 1786.

WE hereby forewarn all persons from hauling beams at our fishing landings, hunting within our enclosures, or fixing hedges across the runs of water that pass through our lands.

RICHARD MASON,
JOHN CAMPBELL,
WALTER WINTER.

March 6, 1786.

WE desire all persons that are indebted to us in current money, to make immediate payment, those that neglect complying with this request will be sued without respect to persons.

RICHARD and BENNETT DARNALL.

TWENTY DOLLARS REWARD.

February 21, 1786.

MADE his escape from Charles county gaol, in the night between the 14th and 15th instant, JOSEPH BRADSHAW, he is a native of this state, born in St. Mary's county, about thirty or thirty-one years of age, five feet nine or ten inches high, fair complexion, and thin visage; he was formerly committed for theft and murder; his clothing cannot describe, as they were reduced to rags. Whoever apprehends the said prisoner and brings him to the subscriber shall receive the above reward.

FRANCIS WARE, Sheriff.

March 7, 1786.

S W E E P E R,

WILL stand at Mount Stewart plantation, near South river church, from the 1st of April until the first of July, and will cover five pounds each mare, and a dollar to the groom.

Sweeper was bred by Colonel Sharp, and was got by Dr. Hamilton's imported horse Figure, which was bred by the late duke of Hamilton, and got by his gray horse Figure, which was got by Standart out of Mariamne, a daughter of Old Partner.

Sweeper's dam was got by Othello, son of Crabb, his grand-dam by Morton's Traveller, which horse was bred by John Croft, of Bartlett, in Yorkshire, and got by his noted horse Partner, out of a Bloody Buttocks mare, the dam of Mr. Shaftoe's Squirrel.

Sweeper's great-grand-dam was got by the Godolphin Arabian. To prevent trouble hereafter, no mares will be covered unless the money is sent with them. Good pasturage for mares at three shillings and nine-pence per week, but will not be answerable for escapes and other accidents.

Sweeper is the sire of many good runners.

JOHN CRAGGS.

T O B E S O L D,

PART of a tract of 3000 acres of land, all wood and well timbered, lying on Bennett's creek, in Frederick county, Maryland; the land is well adapted to planting or farming, and is well situated, being about 10 miles from Frederick-town, 30 from Georgetown on Patowmack, and about 40 from Baltimore. The purchaser may suit himself as to quality. One half must be paid down, for the remainder credit will be given. Those inclined to purchase will please to apply to Mr. THOMAS BEARD, living near Queen-Anne, in Anne-Arundel county, or Mr. JOHN BORDLEY, near Chester-town, Kent county.

ELLICOTT'S

ALMANACKS,

For the year of our Lord 1786.

To be SOLD at the Post-Office.

ALL persons who have just claims against the estate of the late Ignatius Digges, Esq; deceased, are desired to bring them in properly authenticated, and all those indebted to the said estate are requested to make speedy payment.

MARY DIGGES, executrix.

THIS is to give notice to all persons who are indebted to the subscriber, by bond, note, or open account, that unless they come immediately and pay off the same, suits will be commenced against them on March term, without respect to persons.

JAMES MACKUBIN.