

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 10/5, 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. Wheelard 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 shewn, 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. McCallister, 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 resel 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 sales 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 Medicus Adams, Coxall, Young, McCallister, 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, at ten per cent.

The legislature, for the most obvious reasons, directed 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, though truly ridiculous, is the thought of the day to serve a present purpose, for when your memorial was presented to the legislature a very different ground was taken; you were not responsible for the conduct of either 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 all-giving 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 shew, 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 pass 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

giving direct sales, is of no might dispensing you did not made, and the terms were d to be immedi say it bond an if required by bound by the giving bond and so defeat have it in his to complete the ment of the in trary to the in to the injury of sation, (for support of it) though the ou on his part. refusal of one comply. A n money; it is b paying the m law, or comm keep the prop buyer, when ney?

The remain which had been pany for £. upon a resale and John Dor Ridgely and year 1790. Y commissioners sale, has been dering the seco groundless this happened, it is This property under particula ed, to make a they were obli under a warrant lege (for this confiscated pro were never lod sury. Various The purchasers ty being disen the different cl their rights, th and perhaps it in the state to to me to purch and company would give nea ly and compan formed me, t Way, would gi before been bid informations to and accordingly being under an value, and supp to do this, th claims to the pr for years. You and as I have weeks notice in the property up it, suffered the for £. 910, pay the modesty to to me. To hav to have given papers, and to ular price, bel sold, and then prevented any c and if the price bid, you might of giving a hig fore, seeing no have postponed

But this char against me, is thought the sta following entry "The right of land called "serent persons, "charters" H try, (to shew th so low) venture the property we knowledge that against the prop for a trifle. If presume it wou all who wished thence been in d that the state's clear, that by s did, a foundati tainly with com at least a charc purchasing in a not have receiv two sales of thi £. 183 0 0, on