The Easton Gazette.

Next door to Campbell's Drug Store,
EASTON, MD.

SATURDAY MORNING ..... APRIL 9, 1859.

ARRIVAL AND DEPARTURE OF MAILS TO AND FROM EASTON.—The northern or Felton mail arrives every day, Sundays excepted, at 10 P. M. and leaves at 6½ o'clock A. M. The southern mail arrives every day, Sundays excepted, at 9 A. M. and leaves at 9½ o'clock A. M. the same day. The Oxford and Trappe mails, Sundays excepted, leaves every day, between 8 and 10 o'clock A. M. and arrives between 1 and 3 o'clock P. M. of same day.—The mail by the same route, crosses Cambridge Ferry three times a week—Monday, Wednesday and Saturday. The St. Michaels mail arrives three times a week, Tuesday, Thursday and Saturday, between 9 and 10 o'clock A. M., and leaves between 10 and 11 o'clock A. M. on same day.

THE "GINGER CAKE" PAPER.--If the *Star* was to lose its ginger cake it could not cry more piteously, or was it to miss its drops for an evening it could not evince greater marks of pain and uneasiness. It is said that drowning men in their desperation, will grasp after straws for assistance; but the *Star* is even worse than that. In its great desire to show its acuteness it over-reaches the mark and plunges down still deeper and deeper into the depths of misrepresentation and personal and party abuse. It never discusses any subject, let it be of the most trivial nature, without going to the most unnecessary extremes; and even were it to stop there its arguments would have more weight.

As for our being "horrified" at being called a "Know Nothing" or any thing else by that *delectable* and *clean-faced* sheet, we flatly deny, as we never dreamed of better things from that quarter; and the *character* of that paper is so well known, but a few words are necessary to defend ourself and political views aganst its bare-faced attacks. The charges brought against us and the American party, we deny. To name them would be a work of supererogation, as this community knows full well that the *Star* has made a mistake and saddled the wrong nag. To show which party the *woolly* horse belongs, we will commence first at the *Star's* door and ask if the time is forgotten when it sympathised with, and spoke in favorable terms of, circulating a certain abolition book—the matter of which has been denounced by us and others as being of the most incendiary character? A little further and we see the Democracy sending to Congress Sumner of Massachusetts, a rabid Abolitionist; again the Democracy of Brooklyn are now running a man by the name of Collins, for City Comptroller, who is said to have formerly edited "one of the most rabid Abolition sheets that ever spouted incendiarism in the North;" again even over in old Virginia the Democracy have become so emboldened with the determination to have half a loaf if they are unable to get a whole one, they are running for governor a Democratic-Abolition candidate, of whom the "National Era," the Abolition organ at Washington says: "*If Mr. Letcher,* WITH HIS SENTIMENTS IN HARMONY WITH OUR OWN, *succeeds, it will encourage the anti-slavery party to make renewed exertions in the campaign of* 1860." Does this look like the Democracy possesses that purity which the *Star* would have its readers believe that it does? We think not.

OWING to the pressure on our advertising columns this week, we are compelled to exclude many items that would be of interest; but as this is the main channel through which a country paper receives it's very life blood, we are in hopes none will complain.

NEWSPAPER CHANGE.—The Baltimore Patriot has passed into the hands of Messrs. John T. Sharretts & Co., who succeed the old proprietors, and promise to continue its publication under such advantages as will increase its usefulness as a newspaper.

THEY have succeeded in getting a jury in the Sickles case, and the trial is now progressing.

For the Easton Gazette.

MR. EDITOR: It appears evident that our present Board of Town Commissioners have determined not to be left behind in this age of progress but that their administration shall keep pace with the spirit of the age. It may however, be a matter of doubt to some minds whether their efforts are expended altogether in the right direction and for the real interest of the citizens. I will not deny that some of their projects are of practical utility; for instance, the construction of new pumps and the thorough repair of the old ones, the purchase of suitable fire aparatus and the erection of street lamps, are measures of real public advantage. But there are other matters which appear to me to be equally deserving of their attention and yet which receive no consideration apparently at their hands. I will mention first, the general bad condition of our streets: not only are the gutters filled with garbage in many places so as to prevent their draining, but the streets themselves have become so uneven that in many instances the water will stand on them for weeks simply because the holes are not filled or the mounds graded so as to let the water run off. There seems to be no system of draining whatever without which no town can be kept in proper condition. Again, in numbers of places persons are allowed to raise compost beds on their premises, offensive to their neighbors and annoying to passers-by from the overflowing of sidewalks from stable yards. Certain sections of the town have become so offensive from a collection of hog pens and other nuisances that during the summer months they are a subject of constant remark and complaint. Now I believe that by a little attention hogs can be raised in town without being at all offensive, and besides it is a necessity with many persons that cannot be dispensed with. But I say that where many are raised in one locality and concentrated as it was at one point so as to cause continued complaint and annoyance, it becomes the duty of the Commissioners to abate it as a nuisance and prevent a repetition of it. There is another subject of grievance and of constant complaint, and yet I am not aware that our Commissioners have ever made any effort to have it remedied. I allude to the dangerous footway at the corner of Washington and Dover Streets which has been in its present condition for years, a source of constant dread to foot passengers at night as well as danger to horses and vehicles in turning. Most certainly the Commissioners have power to remedy to this evil and it should be done immediately. Some persons are allowed to occupy the public thoroughfares with wagons, carts &c., to the great detriment of travellers and the appearance of the streets, which should be kept free from such obstructions. Others again are allowed to enclose the town property by placing fences across the public lanes and appropriating to themselves property belonging to the town. I have mentioned these matters with no captious disposition but with a view of suggesting to the town authorities that there are other subjects that might employ their attention with perhaps more advantage to the public than some of those which they urge with so much zeal and assiduity. If, instead of passing rigorous laws against unoffending chickens and inflicting capital punishment on dogs which are not mad, or indulging in visionary schemes about building an Institution over the market house, our worthy town authorities would give a little attention to some of the above practical matters, their efforts would be productive of more real advantage to the citizens and be appreciated by the community at large.

A CITIZEN.

ALMOST A SICKLES CASE IN MARYLAND. The Wilmington (Del.) Commonwealth, of Saturday, publishes quite a romantic story the scene of which is laid near Galena, Kent County, Md. That paper says:

A wealthy and highly respectable gentleman dwelling thereabout, who had a fascinating wife, recently discovered her, together with a visiting male acquaintance from Philadelphia, in *flagrante delictu*, when he rushed for his gun and attempted to put a period to the existance of the now flying invader and destroyer of his connubial felicity; but the treacherous piece only exploded the cap without discharging the contents, and thus the guilty one escaped. Soon after this the husband was suddenly attacked with some fell disease, prostrated upon a bed of sickness, and in a remarkably short space of time his death occurred, as we are informed under suspicious circumstances

While the husband was so ill, the gay, Lothario returned to the house and took up his quarters there; and as soon as the husband died and was buried, he proclaimed himself master and proprietor of the establishment, and ordered some of the servants, of whom there were a number, to "deliver his grain to market in Chestertown, as he wanted the money for it;" which quite astonished those whom he ordered about, as well as every body else, as it was rather incomprehensible how a stranger whom they had never seen before, could so soon become the master. It was found, however, that the will of the deceased, which was written in the hand-writing of this fast young man, conveyed everything to him, and he gave it out that he intended to proceed to the proper tribunal and have the will proven according to law.

The suspicions, however, of the neighbors becoming aroused, an excitement began to spread through the country thereabout, and the gay young gentleman was chased by the people from the neighborhood, and they vow, if he returns, they will tar and feather him. Some persons thinking that the husband died by foul means, it was decided to disinter his body and hold a *post mortem* examination of it. Last Tuesday was the day fixed for doing so, but we have not as yet learned whether it was done or not. The hero of all this story has a deserted wife, we are informed, who with a helpless child or two to maintain, is teaching school for a livelihood in Iowa. We withold the names of the parties out of regard to the feelings of their friends and relatives, many of whom reside in Delaware.

INTERESTING INFORMATION RELATIVE TO BOUNTY LAND WARRANTS.—The following is a copy of an important decision which has just emanated from the General Land Office:

Sir: In reply to the question propounded in your letter of the 24th inst., I have to state:

1. That the bounty land warrants issued by the United States are declared, by the act of Congress, approved June 3, 1858, to be personal property.

2. That such warrant cannot be sold by an administrator of the estate of the deceased warrantee for the payment of the debts contracted by such warrantee.

3. That such warrants, when issued during the lifetime of the warrantee, and not disposed of by him, become, if he die intestate, the property of his heirs at law in accordance with the law of domicil, and cannot be attached and sold for the payment of debts [If he die intestate, see fifth paragraph following.]

4. Warrants issued after the death of the warrantee, but upon proof filed during his lifetime, become the property of his widow, if there be one, and, if no widow, then the property of his heirs at law without regard to their age.

5. The proceeds of the sale of warrant, made by an administrator, is the absolute property of the widow herself, or legatees, without regard to any debt contracted by the warrantee; but the practice of this office has been to recognize assignments properly made by an administrator for distribution of the proceeds among the heirs at law, after payment of the funeral and proper court expenses. (Attorney's and admnisitrator's fees, not taxed by the court, are not regarded as proper court expenses.)

6. The rules of this office require, in all cases, when a warrant has been sold by an executor, that a duly certified copy of the will, with letters testamentary shall be attached to the warrant; and in cases where a sale is made by an administrator or guardian, that certified copies of the letters of administration or guardianship shall be attached; and that the sale has been made for the use of the heirs only must be shown either in the assignment or in the papers submitted with each case.

TO THE PUBLIC.

Various rumors having for some time past, been in circulation, in reference to a draft of a letter written by me for Mr. A. H. Mackey, as his Counsel, as Adm'r D. B. N. of Saml. Crawford, deceased, I feel it my duty to submit a calm statement of the affair to this community.

Immediately upon hearing of these reports, the first whisper of which reached me through my friend John H. Harris, Esq., I at once addressed the following letter to Jas. Ll. Martin, Esq., who was said to have been injured by this draft of letter:

EASTON, Feb. 16th, 1859.

To Jas. Ll. Martin, Esq.

Sir: Mr. Thomas S. Hayward, as your friend, yesterday informed Mr. John H. Harris, that among A. H. Mackey's papers, you had found a letter, in my hand writing, written for A. H. Mackey to the heirs of Crawford in Delaware, advising them that, "if you got possession of their money it would never be paid over to them," or something to this effect. I certainly have no recollection of writing such a letter. When bad state of feelings exists between parties, we often do things that our mature judgment may afterwards disapprove of.

I have of late, as age advances upon me, endeavored to chasten my feelings. I write to ask you to send me the letter or a copy of it, that I may inspect it and review my action in the matter.

SAML. HAMBLETON.

I at the same time of this communication from Mr. Harris through Mr. Hayward, informed Mr. Harris, that I had never written any such letter for Mr. Mackey as that reported. That the only one written for Mr. Mackey was of the the tenor hereafter spoken of. I awaited for Mr Martin's reply one week, until the 23d of February. I then again informed Mr Harris that I had maturely reflected upon the subject and felt assured fully that the letter written for Mr. Mackey was of the character I had informed him of on the 16th of February. I then asked Mr. Harris to take the following letter around to Mr. Martin:

EASTON, Feb. 23d, 1859

J. Ll. Martin, Esq:

I do not desire to interfere with your leisure or convenience, but would be glad to have the copy of letter for which I applied on the 16th ult. In your short business note of the 18th ult. to me you promised a copy as soon as relieved from Court. I am very anxious to review my position in this matter, as I feel sure some mistake exists.

Respectfully,

SAM'L. HAMHLETON.

Mr. Martin then informed Mr. Harris that he would at once copy the letter and send it to me. Mr. Martin at same time showed to Mr. Harris the note of mine to *Mr. Mackey*, hereafter inserted, and I waited until the 25th of February. when I again through I. C. W. Powell, Esq., requested of *Mr. Martin* a copy of the letter. I waited until the 26th of February but receiving no communication from *Mr. Martin*, I resolved to address *Mr. Mackey*. I was enabled to do this from *Mr. Harris'* verbal report of the contents of my note to *Mr. Mackey* and the charge against me. I accordingly on the 26th of February addressed the the following note to *Mr. Mackey*.

EASTON, Feb. 26th, 1859.

To A. H. Mackey, Esq.

A statement has been circulated, that among your papers had been found by J. Ll Martin, a note from me to you enclosing a draft of letter, to be sent by you to some one of the Crawford heirs in Delaware.—It is further stated, that you say, the purport of this draft of letter was to inform the said party in Delaware, "that if *Mr. Martin* got posession of the money of himself and other Crawford heirs in Delaware, they would never get a dollar of it," or language to this effect. I have asked for a copy of my note to you, and have waited to this moment for a copy before writing to you. I have not yet received it. I now write to ask you to state,

First have you ever stated or do you now state, that the draft of letter sent you by me and said to be referred to in my note to you was to give the Crawford heirs in Delaware any such information?

Second, To state to me frankly what you allege that letter did contain. Please state as precisely as you can recollect, the language of the said enclosed letter to be sent by you to Delaware. I cannot doubt that you will do me this act of justice, notwithstanding your present apparent state of feeling towards me, springing from misapprension of action on my part, which I could and would have explained, had you allowed me an opportunity.

Will you answer this letter at your earliest convenienicnce, and oblige,

Yours Respectfully,

SAML. HAMBLETON.

On Monday following, the 2[illegible] of February, I received from *Mr. Martin* [illegible] following note, and enclosure.

Col. Hambleton:

Sir: Enclosed I send copy of letter to *Mr. Mackey*—requested by you.

Respectfully, JAMES LL. MARTIN.

Feb 28th, 1859.

The other portion of the note was on other buisness between us. The enclosure was as follows:

(COPY.)

EASTON, Tuesday night.

Dear Alex:

I wrote to Martin the enclosed letter today; but he was off to Denton by 8 o'clock. I suppose he goes up to get an order about the interest. Make no settlement until I return. He is run mad for the money and thinks you will pay at once. He may get an order, but don't pay.

I enclose a letter for you to copy and send to Gundaker immediately. I believe he will come down at once and settle.

It will shew him what Martin is after.—Fill up amounts correctly and all blanks in your copy and forward it. Let no one see original and burn it on copying. I think it will bring matters right. Say nothing to any one about it. Yours Truly.

SAM'L. HAMBLETON.

I then addressed Mr Martin the following note on the 28th February, but owing to his reported absence from Town, and the storm of Thursday, I did not send it to him until the 4th of March.

EASTON, Feb. 28th, 1859.

To J. Ll. Martin, Esq.

Sir: After acknowledging the receipt of a business paper, I write:

The copy of my note to Mr. Mackey is also received this day at same time. Will you do me the favor to hand me this morning a copy of my note to Mr. Mackey at same time therein referred to. The two will enable me, I feel sure, to explain the transaction.

Not hearing from you, I Saturday, wrote to Mr. Mackey. Respectfully,

SAM'L HAMBLETON.

On the fifth I received the enclosed prompt reply:

Col. Hambleton:

Sir: I received your note of yesterday. The letter to which you refer and request copy, has not been placed in my possession and therefore, cannot comply with request by sending copy. Respectfully,

JAMES LL. MARTIN.

March 3d, 1859.

This comprises the entire correspondence. I have awaited until this moment, (Monday night.) the 7th of March, for a reply from Mr. Mackey, and receiving none, I am warranted in supposing none is intended and proceed to state as well as I can recollect, the purport of the enclosed draft of letter to him, alluded to in my short and hurried note of Tuesday night, before inserted. Before doing so it is neccessary at the risk of tediousness, to give the facts calling for this draft of letter to be sent to Mr. Gundaker of Penna. Mr. W. H. Crawford, the father-in-law of Mr. A. H. Mackey, had been appointed Executor of his brother, Samuel Crawford, deceased. By the provisions of Mr. S. Crawford's will in the event of the death of his son Eldridge Gundaker Crawford, under age and without issue, the lands therein devised to him were to be sold by the Executor, W. H. Crawford, and the proceeds added to the personal estates remaining in the hands of the Executor and distributed to the heirs and legal representatives, who should within a specified time therein named, file their claim, on notice given, or otherwise lose all claim thereto. I have no copy of the will nor is great precision necessary; E. G. Crawford died under age and without issue. Mr. W. H. Crawford sold the lands, took the Bonds of purchasers and received a portion of the purchase money, and by order of the Court deposited the same in the Easton Bank.—An Adm'r D. B. N. on Sam'l Crawford's estate became necessary, by reason of the death of W. H. Crawford at this stage of his administration. After much delay Mr. A. H. Mackey reluctantly took out these letters, as he was interested in the Estate in right of his wife. As soon as he applied for these letters, Mr. Martin, on behalf of the Penna. heirs, as their counsel filed objection, but the Orphan's Court of Caroline County gave the letters to Mr. Mackey. Mr. Mackey at once proceeded to collect the balance due on the purchasers' Bonds and to close the Estate. When the Estate was ready for distribution, one-fourth to Wm. H. Crawford, and three-fourths to three Penna. heirs, Mr. Martin on behalf of the Penna. heirs, gave me notice in writing, that he claimed the entire Estate in hands of Mr. Mackey, for these Penna. heirs, on the ground that Wm. H. Crawford had not filed his claim in time. Mr. Mackey had deposited all funds of the Estate as received by him in Bank during his Administration, and was ready to settle, reserving one-fourth of the Estate in his hands for Wm. H. Crawford, and paying three-fourths over to Mr. Martin for the Penna. heirs.—This was refused and suit brought at November Term, 1856, of Circuit Court of Talbot County, on the Bond of Mr. Mackey, for the three Penna. heirs, claiming the whole Estate. These suits ran on upon the Docket from this time until January, 1858, the funds all this time in Bank untouched by Mr. Mackey. At this time Mr. Martin agreed to settle the suits, receiving three-fourths of the Estate and allowing Mr. Crawford's Estate one-fourth. To this Mr. Mackey at once acceded, as he had been willing and anxious to settle from the first on this basis. An agreement for such distribution was at once prepared by me and signed and sent to Mr. Martin, signed by him and filed in Caroline County, and the controversy about to be settled. At this stage Mr. Martin claimed interest for a certain period from Mr. Mackey for the Penna. heirs. To this Mr. Mackey objected positively and refused so to settle, on the ground that it must come out of him, and that he had received small commissions for his trouble, and that he had never used the money and always been ready to settle as now proposed.

On the 25th of January 1858, Mr Martin was going up to the Orphans' Court, in Caroline County, to file the agreement for distribution. I could not go up, being compelled to leave home for some purpose next day. I wrote the note alluded to in the note to Mr. Mackey to Mr. Martin, apprising him, I presume, of my inability to go to Denton, and enclosing a letter to the Orphans' Court objecting to this allowance of interest by the Court. Mr. Martin went and as I understand applied, as I presumed he would, from communication to Mr. Mackey and myself, to the Court filed the distribution agreed upon on the 26th, together with my remonstrance against allowance of interest, and refused to have anything to do with the question of interest one way or the other. The Tuesday or Saturday previous to the 26th of January, 1858, when the agreement as to distribution was agreed upon and to be filed, Mr. Mackey was in Easton at my office and greatly incensed at this demand for interest upon him.

He stated to me that he felt sure the Pennsylvania heirs or any of them, if here would settle without this demand for interest; and requested me to draw a letter for him to send to Mr. Gundaker in Pennsylvania, stating the facts to him and asking him to come down at once, and that the matter, he felt sure, could be settled without further cost. I promised him to do so, and the draft alluded to in my note to him, was the letter to be copied by him and sent. That letter was in substance to state, "that a distribution of the estate of Sam'l Crawford had been agreed upon allowing one forth of the fund to Mr. Wm. H Crawford's estate and three-fourths to the heirs in Pennsylvania, (leaving blanks for the amounts) that he (Mackey) had always been willing and anxious to settle on this basis before suit was brought, but that interest upon the fund was now demanded of him by Mr Martin, which he could not pay as he had always been ready to settle as now agreed upon and had the money on deposit and it had been of no use to him.—It then urged Mr Gundaker to come down at once and that the matter he was sure could be closed up and settled." No copy of the letter was kept, and I do not assert the above to be exact, but it is substantially correct. There was not a syllable in it stating "if Mr. Martin got their money they would never get a dollar," or anything of the sort or effect. No such letter was spoken of by Mr. Mackey and myself. The sole object was to satisfy Mr. Gundaker that he (Mr. Mackey) had always been ready to settle as now proposed, and get Mr. Gundaker down here. Mr. Mackey feeling sure he would release the claim for interest demanded by Mr. Martin. The only expression in the letter that can be relied upon to support any inference of this sort is the following: "It will show him what "Martin is after." This means that Gundaker would see that the claim for interest alone prevented settlement of the estate after so much delay, and that he (Mackey) was not to blame for non-settlement. This letter Mr. Mackey subsequently informed me, "he did not copy and send as he had resolved to ask no favors of them but to stand upon his legal right." Subsequently Mr. Martin abandoned the claim for interest, and Mr. Mackey at once settled the amount due the Pennsylvania heirs.

This is the only letter ever written by me for Mr. Mackey. I did trust that Mr. Mackey, in answer to my letter would state the contents of the letter for Mr. Grundaker, and thus save me this unpleasant task I have waited until now to see if he would state his recollection. On the day Mr. Mackey paid and satisfied this claim to Mr. Martin, he informed me he intended to write to Mr. Gundaker that he had paid the three fourths of the estate and had always been willing to pay this without suit. And he afterwards stated to me he had written such a letter. I never saw this letter. I presume Mr. Mackey can get a copy of it, or original, from Mr. Gundaker or statement of its contents.

SAM'L HAMBLETON.

Monday, March 7th, 1859.

Wednesday Evening, March 9th.

Since writing the above Mr. John H. Harris informs me that Mr. A. H. Mackey stated to him in conversation in regard to the contents of the letter written for him "that he did not recollect the contents of the letter—that he had destroyed it." Mr Harris informs me that he then stated to Mr. Mackey what I alleged the letter written for him did contain, rehearsing my statement of its contents, as set forth in the above publication, and that Mr. Mackey at once replied 'that he believed that was just about what the letter written for him did contain, and that he had never stated to any one that it contained the language,' that if Mr. Martin got posession of their money they would never get a dollar of it. Mr. Harris further informed me that Mr. Mackey said he had answered my letter to him. That he sent through the Post Office a copy of my note in the publication contained, of Tuesday night—that he thought that was what I wanted, as he had destroyed the letter written for him. I did receive through the Post Office on Wednesday, the second of March, a copy of my note to Mr. Mackey, without name or date or anything else to apprise me it came from Mr. Mackey; and I knew not the hand writing and was enquiring of several friends whose hand writing it was. I supposed it came from some friend who had read the note and knew I was seeking a copy of it. Mr. Martin had sent me a copy on Monday the 28th of February previous. S. H.

TO THE PUBLIC.

In the Easton *Gazette* of the 12th of March, there appeared a card over the signature of Saml. Hambleton, Esq., with which my name was connected. It is proper that I should make a brief statement of the facts bearing on the point at issue. On the eighth day of February last, Mr. A. H. Mackey submitted to my examination, as counsel, his accounts with the Orphan's Court for Caroline county, in the estate of W. H. Crawford, deceased, upon whose estate in Maryland he had taken letters of administration. Among these papers I discovered the following letter addressed to Mr. Mackey by Mr. Hambleton:

EASTON, Tuesday night.

Dear Alex:—I wrote to Martin the enclosed letter to-day; but he was off to Denion by 8 o'clock. I suppose he goes up to get an order about the interest. Make no settlement until I return. He is run mad for the money, and thinks you will pay at once. He may get an order, but don't pay.

I enclose letter for you to copy and send to Gundaker immediately. I believe he will come down at once and settle.

It will shew him what Martin is after. Fill up amounts correctly and all blanks in your copy and forward it. Let no one see original and burn it on copying. I think it will bring matters right. Say nothing to any one about it. Yours truly,

SAM. HAMBLETON.

That Mr. Hambleton *prepared* a letter to be copied and forwarded by Mr Mackey, to my client Mr. Gundaker, is undeniable. That he enjoined upon Mr. Mackey to "let no one see original, and burn it on copying," is equally certain. The purport and contents of that letter will appear by the followiug certificate of Mr. Mackey:

I hereby certify that a few days before I paid to Mr. Martin, the distributive share of the estate of Samuel Crawford, dec'd, due the Gundakers, Col. S. Hambleton prepared, *without my request*, a letter addressed to A. H. Gundaker, Esq., requesting me to "copy and send to Gundaker immediately," in which he said, "come down immediatly and get your money, for if it goes into Martin's hands, it is my opinion that you will not get one dollar of it." I did not copy or send this letter, becausd I considered it wrong and unjust to Mr. Martin and agreebly to Mr. Hambleton's request, I burnt, or in some other way, destroyed the same. This was the *second* letter prepared by Mr. Hambleton, for me to copy and send to Mr. Gundaker.

I have been called upon by several persons to give the contents of this letter, but I have waived doing so, for the reason that I did not wish the matter made public, or that it should come to the knowledge of Mr. Martin. ALEX. H. MACKEY.

March 12th, 1859.

I have been induced to make this statement in order that it shall not be said that I acted upon insufficient and unreliable testimony.

My absence from home, in attendance at the Circuit Court for Caroline county, has prevented me from submitting this statement at an earlier day.

JAMES LL. MARTIN.

April 2d, 1859.

TO THE PUBLIC.

On the 9th of March last, I most reluctantly, but from sense of duty, felt constrained to publish a statement in refutation of a charge made against me by Mr. J. Ll. Martin. The charge then brought against me and extensively circulated, without the slightest intimation of it to me however, was, that I had written a certain note on a certain Tuesday night to Mr. A. H. Mackey, enclosing therein a draft of a letter to be copied by Mr. Mackey and sent to a Mr. Gundaker, in Penna., informing him 'that if Mr. Martin got possession of his money he would never get a dollar of it,' and requesting Mr. Mackey to burn the letter and say nothing about the matter. I ask every candid man, if this was not the charge. I further ask every man to whom Mr. Martin made the charge in his Office, whether he did not read my note to Mr. A. H Mackey, of Tuesday night, published by both of us and then inform him, that the enclosed draft of letter for Gundaker contained the language "that if he (Mr. M.) got possession of Gundaker's money he (Gundaker) would never get a dollar of it," or language to that effect? I ask every man approached by Mr. Martin, if this was not the charge and the manner of proof. On the 9th of March I prepared a denial of the charge and a full statement of the contents of that draft of letter to be copied and sent to Gundaker, which was enclosed to Mr. Mackey in the note of Tuesday night and which was always alleged to have contained the objectionable language. I was coming before the public in full confidence with this denial and calm statement, reflecting on no one, but simply in self defence, when fortunately through John H. Harris, Esq., I learned that Mr. Mackey himself admitted that my statement of the contents of the only Gundaker letter then heard of and on which the charge was based, was correct; and I trusted there was an end of the matter. It seems however this does not suit my accusers. A certificate is now published from Mr. Mackey that I wrote a *second Gundaker letter, with second injunction of secrecy and destruction*, and that this *second* letter contained the obnoxious language in reference to Mr. Martin. It is strange this was not discovered sooner.—Mr. Martin's charge against me was predicated on the letter enclosed in the note of Tuesday night to Mr. Mackey. This note was written, as I discover, for Mr. Mackey, from other documents in Caroline County of same date, on the 26th of January, 1858. Now it seems on or about the 1st of March, 1858, when the money was paid over, I am charged with drafting another letter for Mr. Mackey to be sent to Gundaker, which contained the obnoxious language. Mr. Mackey by not denying admits the entire correctness of all Mr. Harris' statement as published by me. Is it not strange that Mr. Mackey did not on the 8th of March last when conversing fully with Mr. Harris, then state to him that tho' the letter enclosed for Gundaker on 26th of January did not contain the language imputed to me, yet that of another and subsequent date did? I waive this however and the fact that a certificate that a letter of about the first of March, a "second" and different letter, contained certain language, does not prove the charge that one of the 26th of January contained that language—also the further fact that only after my triumphant refutation of the charge as first laid, is the second one made against me. In my first communication I stated that I wrote but the one letter to be sent to Gundaker—the one enclosed in note of Tuesday night. It is now conceded that letter contained no such language as is imputed. I further stated I wrote that letter at Mr. Mackey's request. I repeat that I wrote but the one letter, and here the matter must rest.

Mr. Mackey was greatly excited at that time against Mr. Martin, as he now is against me. In such times the memory and recollection are apt not to be so reliable. Mr. Mackey certainly made a great mistake in copying my note to him, as will be seen by the appended copies in juxtaposition:

MR. MACKEY'S COPY.	MR. MARTIN'S COPY.
	EASTON, Tuesday night. Dear Alex: I wrote to Martin the enclosed letter to-day, but he was off to Denton by 8 o'clock. I suppose he goes up to get an order about the interest. Make no settlement until I return. He is run mad for the money and thinks you will pay at once. He may get an order, but don't pay.
Enclose letter, for you to copy and send to Gundaker immediately. I believe he will come down at once and settle. It will show him what Martin is after. Fill up amounts correctly and all blanks in your copy and forward it. Let no one see original. Burn it on copying. I think it will bring Martin right. Say nothing to any person about it. Yours, respectfully, Signed SAM. HAMBLETON.	I enclose letter for you to copy and send to Gundaker immediately. He believe he will come down at once and settle. It will shew him what Martin is after. Fill up amounts correctly and all blanks in your copy and forward it. Let no one see original and burn it on copying. I think it will bring matters right. Say nothing to any one about it. Yours truly, SAM. HAMBLETON.

He certainly made another great mistake in supposing I wanted a copy of that note to him. My request of him was plain and direct in my letter of 26th February, 1859, before published, asking him for copy of the Gundaker letter if he had it; and if he had not the original to state his recollection of the contents. Had Mr. Mackey answered me as he did Mr. Harris, all this difficulty might have been saved. Or, if he alleged *a second letter*, he certainly should have so stated to me in reply, instead of sending the incorrect copy of my note to him above appended. Mr. Mackey states in his certificate, "I have been called upon by several persons to give the contents of this letter, but I have waived doing so, for the reason that I did not wish the matter made public, or that it should come to the knowledge of Mr. Martin."

Now, assuredly Mr. Mackey on or immediately after the 8th of February, must have given Mr. Martin the information which he now alleges the *second letter* contained, as Mr. Martin was then making the charge against me. If so, it was given to the very party, he says in his certificate he wished to conceal it from. If not given, the charge was made upon suspicion.

SAM. HAMBLETON.

The Washington *Union* announces that that establishment has been sold to Gen. GEORGE W. BOWMAN, at present Superintendent of the Public Printing.