

Versailles, 30th May, 1786.

I TAKE the earliest opportunity to inform you, Sir, that notwithstanding the treaty which the farmers general have made with Mr. Robert Morris for the delivery of a certain quantity of tobacco, they have just concluded to take, in the way of trade as much as 15,000 hogheads per annum. To let you understand better the extent of the decision in question, I send it to you in the extract enclosed. Beg that you will make it known both in America, as also to the American owners of vessels who may be found in our ports, so as they may direct their commercial speculations accordingly. I have the honour of being very sincerely, Sir, your most humble and most obedient servant,

signed DE VERGENNES.

To Mr. Jefferson, minister plenipotentiary from the United States.

RESOLUTION of a COMMITTEE, held at Berni, 24th March, 1786.

THE committee resuming their former deliberations respecting a treaty made with Mr. Morris, informed of the circumstances in which it was made, also informed of the dispatch of 12,000 hogheads of tobacco, the approaching arrival of which has been announced by Mr. Conteaulex, the correspondent of Mr. Morris, have unanimously thought that the execution of the treaty ought to extend until the 1st of January 1788, saving the right of annulling in case of failure of execution on the part of the said Morris, the conditions of the said treaty; taking afterwards into consideration the interest of the national commerce with that of the United States, have agreed on the resolutions hereafter enumerated.

1st. After the expiration of the treaty with Mr. Morris, there shall be made no more bargains of the same kind.

2d. The farmer general shall always have in his magazines a necessary supply for the exercise of his privilege; which supply shall be formed as well by what shall be furnished by the contract with Mr. Morris, as by what he shall procure by means of commerce.

3d. To secure this supply the farmer general shall purchase, during the continuation of the contract with Mr. Morris only, the tobacco which can be furnished by trade and brought in French or American vessels to amount of twelve or fifteen thousand hogheads every year, at the same price, and on the same conditions stipulated with the said Mr. Morris.

4th. In case where cargoes shall not be afforded, the tobacco shall be paid for at the following prices: liv. 1st quality James and York river tobacco at. cwt. 38 2d ditto Patowmack and Rappahannock 36 3d ditto Maryland tobacco 34

All the first qualities of each kind proper for France.

5th. In case of difficulty respecting the quality, samples shall be sent to the council, and it shall be determined by a commission which shall be authorized to have the sample examined by such person as may be proper.

6th. When the tobacco furnished by the Americans, shall not be delivered in a manufacturing port, there shall be deducted from the stipulated prices, thirty sols per net quintal for expences of transportation.

Faithfully translated from the original by

JOHN PINTARD.

WE the undersigned Robert Morris, heretofore superintendent for the finances of the United States of America, residing in Philadelphia, on the one part, and le Normand, receiver-general of the finances of the generality of la Rochelle, residing in Paris, on the other part, have agreed and have respectively treated with each other about the sale and purchase of sixty thousand hogheads of tobacco, from nine to ten hundred weight, of the different growths of the continent of America on the following terms and conditions, viz.

That I Robert Morris engage on my part,

1st. To ship and deliver at the several ports of France heretofore specified, the whole at my hazard and risk, until the total delivery to the said Sieur le Normand, the sixty thousand hogheads of tobacco, in the space of three successive years of 1785, 1786, 1787, at the rate of twenty thousand hogheads per annum.

2d. I moreover engage to afford each annual complement in the following proportion, viz.

One fourth part James and York river tobacco, half Patowmack and Rappahannock, and the other fourth in Maryland tobacco, one third of which at least fit for smoking, the whole of the first quality fit for France.

3d. I also oblige myself to ship the sufficient quantity in vessels which shall be American in preference to French, that the aforesaid quantity of twenty thousand hogheads shall arrive in the ports of Bourdeaux, Havre-de-Grace, Dieppe, and Martaix, in the following proportions, to wit:

Seven thousand hogheads to Bourdeaux, Seven thousand ditto to Havre de-Grace, Three thousand ditto to Dieppe, and Three thousand ditto to Martaix.

Observing that the proportion of Maryland tobacco, fit for smoking, shall of preference be comprehended in equal proportions in the parcels sent to Martaix, Bourdeaux, and Havre.

And in case where my shipments shall exceed in one year the aforesaid distribution, the excess shall be carried in augmentation to Havre-de-Grace.

4th. The tobacco shipped and delivered in conformity to the aforesaid, shall be paid for by the said Sieur le Normand to me, at the price of thirty-six livres Turnois per each hundred weight, mark-weight, and the said Sieur le Normand shall discharge the amount of each cargo within a month after delivery to Messrs. Conteaulex and Co. my bankers in Paris, deducting, however, two livres Turnois for each hundred mark weight for the reimbursement of a million advance, which the said Sieur le Normand has put into the hands

of the said Messieurs Conteaulex and Co. to be held at my disposal as appears by their receipt at the foot of the present contract.

5th. I consent that the two thousand hogheads, of which I have given advice by my letter of the 27th of October to the said Sieur le Normand of the purchase and speedy loading for the port of Havre de-Grace, shall make part of my first delivery for this year, and shall be paid for to me at the price of 36 liv. Turnois, with the deduction of a li. Turnois per cent. as is specified in the preceding article.

6th. For the mode of delivering the tobacco it shall be taken out of the hogheads, and none shall be rejected but what is damaged, then the tobacco shall be weighed on the quay and received at the weight it really weighed without any deduction whatever, and until it is weighed it shall be at my risk and expence.

7th. The damaged tobacco shall be cut up and sent to some other place, if my correspondent shall think proper, otherwise it shall be burned in their presence.

And, le Normand, accept in general, and submit to all the clauses and conditions mentioned in the seven foregoing articles, and as a preliminary to the present contract, I have remitted the sum of a million of livres Turnois mentioned in the 4th article to Messieurs Conteaulex and Co. as appears by their receipt annexed at foot of the present contract for the sum to be reimbursed conformably to said article. I moreover consent—1. That in case that the vessels employed in this business shall become subject to greater or new duties or taxes than what the French vessels coming from France pay, the aforesaid duties shall be charged to me.

2. That all the duties which hereafter or posterior to the present treaty may be put, either on the exportation from America, or the importation into France, shall be charged to me, and in consequence I will be accountable to Mr. Morris, for those which may happen in America on the exportation at the rate of 5 li. 5 Turnois for each hard dollar, and this upon an authentic certificate that the duty is imposed.

3. I engage that the farmers general shall not make, either directly or indirectly, any purchases of tobacco in America, and consequently, if I have occasion for a greater quantity of tobacco, it shall be furnished to me on the same price and conditions.

Done in five parts at Paris, four of which to be sent to America by the English and French packets, the fifth to be deposited in the hands of Messieurs Conteaulex and Co.

At Paris the 11th January 1785, signed le Normand, receiver-general of the finances; signed at Philadelphia 10th April 1785, Robert Morris; certified to be true and conformable to the original in my hands; at Paris the 20th February 1786, signed le Normand.

In the margin is written, We the undersigned acknowledged to have received from Monsieur le Normand, receiver-general of the finances of la Rochelle, the sum of one million of livres Turnois, in effects to our satisfaction, which we promise to hold at the disposal of Mr. Robert Morris, heretofore superintendent general of the finances of the United States of America, after the absolute acceptance of the present treaty, duplicate of which has been placed in our hands; at Paris 12th January 1785.

(Signed) LE CONTEAULEX and CO.

Faithfully translated from the original by

JOHN PINTARD.

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

Moss obedient humble servant,

JOHN PETTY.

September 5, 1786.

By virtue of a writ of vendition exponas to me directed, will be exposed to public sale, for ready cash, on the 30th instant, at the dwelling plantation of John Weyman, at two o'clock the afternoon,

FIVE negroes, three horses, and a waggon and harness, part of the estate of John Weyman, taken in execution and to be sold for the use of Thomas Rutland.

DAVID STEUART, sheriff of Anne-Arundel county.

Cecil county, July 31, 1786.

NOTICE is hereby given to all whom it may concern, that I intend to petition the next general assembly of the state of Maryland, for an act of insolvency to discharge my person from imprisonment for debts which I am unable to pay.

WILLIAM BROWN.

Annapolis, July 26, 1786.

TO BE RENTED,

For one or more years,

THE plantation whereon I now dwell, commonly called Hill's Delight, consisting of about 800 acres, lying on the mouth of South river, three to four miles from Annapolis, the fences being in good repair; small grain may be put into it next month, and the whole entered upon in December next. For terms apply to

MARY THOMAS.

ANNAPOLIS RACES.

THE Jockey Club PURSE will be run for over a course near Annapolis, on the second Thursday of November next, weights as usual, any member of the Club may start a horse, mare, or gelding, although not his own property, provided he pays no consideration whatever for the loan thereof, and is solely to receive the benefit of the plate, should he win. The members of the Club are desired to pay in their subscriptions for the present year to Mr. George Mann on or before the first day of November next, and all these gentlemen who are in arrears are most earnestly requested to pay them up by that time. The members of the Club are requested to meet at Mr. Mann's the day before the race, precisely at twelve o'clock.

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, quarters, 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.

IN consequence of an advertisement of mine forewarning all persons, indebted at 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, 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 untruths 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 illiberal 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 dealings at either of my stores previous to the fourth of February) since the public notice I have given.

THOMAS RUTLAND.

A few Copies of the LAWS

Of the last Session,

And

The VOTES and PROCEEDINGS

Of both Houses,

To be sold at the Printing-Office.

10

ANNAPOLIS: Printed by F. and S. GREEN, at the POST-OFFICE, Francis-Street.

(XLIId

M

To the PRINT

GENTLEM

A
c
H
w
d
in
to
the
taken
through
ble
reus
for
char
quires
lumpy
when
of others,
tion of
when he
subject
himself
decey.

The letter in
sioners of hav
dant out of off
tionally delaye
avoid an exami
The commissio
Clement Holly
I laboured hard
is as foreign fro
ness. So far fro
endeavoured to
influence the vo
assembly, and
fander to injure
suppose that he
who had former
at this time, w
gates. He must
reposed in him
posed the conti
his opinion, th
vantage.

Equally grou
commissioners
their accounts
the intendant;
wishes others to
last session of t
had completed
examination wh
the auditor and
which then exi
give general s
partial world th

* Dear Sir,
BE pleased to
property that i
mas Underbill,
will take it at
will give them
they will pay
ber. I am sorry
that you and Mr.
magistrates. I
not; be informed
any hard in it;
this I informed
pleased that the
A thin council
of the commissio
given his reasons
the public. He
the Cecil memb
treasury lately fo
one third of the
had, by a resolu
pay their account
to them for com
the council concei
and draw on th
council—there w
drive against it—
wishes the reason
to get the intend
why they delayed
I tried to do it by
singing fast to c
will be conclu

Augst 17, 17