(ALIII YEAR.) THE MARTLA No. 1

S D A Y, NOVEMBER 10, 1786.

every min ought to do when he undertakes a public bad opinion of his countrymen? of it reates immediately to me, and as I wish to support the character of an honest man, I shall, in justice fo my character, make a few remarks, which are addeffed to those unprejudiced and candid readers into whose hands his publication may have fallen. I do not by any means intend this as an answer o his laboured performance; that I presume will cone from another quarter. I neither have the necessary documents nor the leifure, at this rime, to go intt a general reply, and shall content myself with naking a plain and true state of two charges which eem to have been pointed at me, and then leave the impartial reader to judge, whether the representation made by the late intendant is just and fair, o whether it has not been calculated for the purpose of misleading every person who may peruse

er hear of its contents. Thefirst of these charges is contained in his fourth objection to the commissioners account, " that a quantity of coal and ore at the Lancashire works has not been accounted for in any manner to the flate." If any person should be credulous enough to give credit to the writer, he must presume one of twothings, either that the commissioner had difposed of a quantity of coal and ore, and had converted the money to his own use, or, that he had negleted to dispose of it, and ought for such neglest to be answerable to the state for the value. The commissioner trusts, that in order to exculpate himfel, nothing more is necessary, than to give a fate of facts, and of facts of which the intendant, cannot be ignorant had it fuited his purpose to understand them. When the commissioners took posfeffion of the property which belonged to the Principio Company, confitting of feveral works, and much real and personal estate, they thought proper to cortinue Mr. Tromas Ruffell, of Cecil county, (who was a part owner) manager of the works and all the other property, upon the same terms for which he had conducted the business of the company before the act of confication passed. In con-sequence of this agreement with Mr. Russell, the profits of the works and all the property of the comwhole being under his direction and management. The coal and ore alluded to, at the time of this agreement was not in being as such, but were produced under his superintendency. He had it in defiga to put the Lancashire furnace in blaft, but upon examining the furnace, and finding many repainwere necessary, and that a great expence would attend making the ore into pig-iron, he was of opinion that the expences would far exceed the profits. At the time of the fale of a part of the property of the company in September 1781, those materials being on hand, it was deemed improper to expose them to sale, when they must be purchased in small parcels by farmers and planters who attended the sale, for less than their value, by Mr. the commissioner, and Mr. Washington. who was also a part owner, and who was present. The coal and ore were therefore left in the care of Mr. Ruffell the manager to be by him disposed of is the most advantageous manner he could. Mr. Restell shortly afterwards fold them to the purchasers of the White-marth furnace for a valuale confideration. In Mr. Ruffell's account as mat asger, this, I make no doubt, will sppear, and to my knowledge he attended at Annapolis more than once to fettle with the intendant, but the fettlement, for reasons unknown to me, was put off. The in-teadant, with his usual artistice, has inveloped this treasaction in fill greater myftery. He flates that the quantities of the coal and ore, and their value, an now before arbitrators, and not yet afcertained;" and leaves the amount of this fom, when afcertained; charge against the commissioners, or rather the commiffioner who ought to have accounted for it. Now les that and candour speak, and it will be declared as a passed, declaring that it was the intention of the sold known to the arbitrators and all parties concerned, assembly that specie only was to be received for the that the question before them is, whether this coal article payment, and directing the commissioners to and one, which were on the tract of land called fell the property again, unless the first payment was lack. A Range, on which the Lancashire summers made by a particular day in the act specified to a feed, were feld with the freehold, to the purchaset classe was however added, that as they did not tath and candour speak, and it will be declared as a of the land; and if they were fold with the land, mean to preclude the established courts of judice. Rate, and to my great mortification and disappoint

М

lic

(OB

aj

res. 1 is

1

To the Parmers of the Maryland Gazette. what allowance ought to be made to the purchaser from determining on the contracts, any of the purchaser on account of their being carried away in conferment of their being carried away in conferment of the fale made by Mr. Ruffell. No coal on a conveyance on the terms of making the first or die ever came to the hands of the commissioners payment in certificates, to file a bill in chantery, or commence their actions for damages, by a day fixed of the late intendant of the revenue, ask the impartial reader, whether the intendant's in the act. The purchasers to compel a commence their actions for damages, by a day fixed of the late intendant of the revenue, it is not calculated to give him a proper idea of the subject, or, whether the intendant's in the act. The purchasers to compel a commence their bill first plantery to compel a commence of the property, and to consider of success were several of the purchasers; that considerable and the niertion of this, that the harmed author has it is not calculated to raise prejudices against a fellow citizen who have a prejudices against a fellow citizen who have a prejudices against a fellow citizen who have a prejudice low citizen, who hopes he has never merited the

The other charge particularly levelled at me, and which has already been the subject of much misrepresentation, is, that I purchased property at the sale in Baltimore-town in April 1781, through the me dium of captain Johns, and that I have refuted or neglected to pay for it. A short recital of this trans-action, which must be within the memory and recollection of many unprejudiced and reputable citizens, will clear me from the blame and censure which this indirect accuser has endeavoured to heap upon me. The commissioners were directed by an act of the general assembly, passed at November fession 178e, to make fale of certain confiscated property in Baltimore town, at public auction; one fifth of the money to be paid in specie, and the remaining four fifths as mentioned by the intendant, to the best of my recollection. Antecedent to the passage of this act, a law had passed directing certificates to be granted to the officers and soldiers of the American army in the Maryland line, for the depreciation of their pay; and as a fund for the redemption of those certificates certain confiscated British property was specially pleaged, and it was declared by the act, that thefe certificates fould be re crived as specie for the property pledged for their redemption, and any other British property to be sold except that specially engaged to fink the new state bills of credit, and juch as was or should be specially engaged for the security and payment of loans to be made to the flate. On the day of fale a quellion arofe, whether thefe certificates would be received in payment (of the one fith directed to be paid in speci-) for the property offered for fale. Before; the fale commenced one of the commissioners requested the opinion of the attorney general on this question, who gave it as his decided and clear opinion, that the certificates were a legal tender for the one fifth directed to be paid in specie, and that they must be received. This opinion was corroborated by the opinion of another gentlemen respectable for his legal knowledge, and was made known to the purchasers at the time of sale, and the property sold much higher than it would have sold if it had been expected that the first payment must have been made in specie. The sale was commenced by the auctioneer of the county, and being defirous to realife my certificates, which I had dearly and personally earned, and being con-vinced that no: disadvantage could possibly arise to the public by my making a fair and open purchase, l requested captain Johns to purch fe a lot for me, and he; by bidding more than any other person, became the purchaser. This transaction was not of a fecret and hidden nature as the intendant has infinuated and wishes the publicato believe. 3 It was as generally and publicly known immediately after the fale, that the purchase was made for me, as it was known who were the purchasers of other lots sold at that fale. The amount of the property fold on that day was nearly £. 26,000, a confiderable part of which was purchased by officers of the army, with the like of realifing their certificates. Every purchaler, I believe, was perfuaded that certificates would be received for the first payment. It is a fact, that every one who offered payment, tendered it in certificates; 1-and fo fully and clearly convinced was I that they must be received under the laws before referred to, that I should not have hefitated to receive them after the advice that was taken, had I not food in the delicate fituation of a purchafer ; and I have reason to believe that the gentleman who acted with me as a commissioner on that day, was of the fame opinion. But as the laws were differently confirmed and understood by different perfons, even by those who made them, the commissioners declined to receive the certificates, and referred the purchasers to the treasurer to make their payments. A fort time afterwards the general af-fembly met, and this subject was laid before them by the commissioners, and an explanatory act was

expensive improvements were immediately began on the lots they had purchased. The certificates granted to me for the depreciation of my pay as an officer of the army were tendered for the first payment due for the purchase made by captain Jo ne for me, and the other payments were also punctually tendered as they became due, agreeably to the terms of fale, at the treasury; and as they were not received, a bill was filed in the name of Aquila Johns, to compel a conveyance of the lot he purchased, on the terms of the laws, agreeably to the conftruction which they generally received. This bill was depending in the court of chancery until fometime in the year 1785, and there being no prospect of a speedy determination, and as the matter in dispate ceased to be an object, I directed the fuir to be struck off, and paid the costs Soon afterwards a fuit was ordered against Aquila Johns, to recover payment for that property which he had been endeavouring for years to obtain a title to from the state upon the terms upon which it was fild. To me it appears strange and unjust that the state should have a right to with-hold property and declare a fale void when the bargain was thought to be advantageous to the purchaser, and that afterwards, upon a change of circumstances, when the bargain became advantageous to the flate and difadvantageousto the purchaser, the state should then have a right to declare the sale valid and compel the purchaser to take and pay for the property. As this question must hereafter receive a legal or equitable discussion, I shall no: now enlarge upon it.

I have nov endeavoured to flate, in the fimple language of narration, the circumstances and tacto which attend the two charges which have been aimed particularly at me; and I cannot help feli-citating myself, after every scrutiny has been made, and after fo much clamour has been raised, and fo many unjust and ungenerous infinuations have been fent abroad against me, that when direct cha ges are exhibited, they are fo trifling, feeble, and void of foundation. The intendant, in order to give fuch a complexion as he wished to this purchase, has represented it as a concealed and secret piece of business. The fact is otherwise, and be knew it years ago from conversation between him and me-He afterwards afks, with great apparent meaning, why was not this property charged to the true purchaier? And why was not the money paid agreea-bly to the terms of fales? In answer to the first question, I shall inform the gentleman, if he is really as ignorant as he pretends to be, that the commisfioners could not convey property to one of themselves, but it must be done through the medium of a third person, who ought to appear to be the pur-To the second, that the money was, agreeably to the terms of fale, punctually tendered to the treasurer and refused. The intendant, as if he supposed these questions unanswerable, with a degree of triumph, aks a third, can there be any reliance on accounts after instances of this kind of management are discovered? This is a question not for me to aniwer : I shall therefore in my turn take the liberty of asking one, and leave the answers to both to be made by the candid and unprejudiced reader. Can any confidence or reliance be placed in the representations of a man, who knowingly conceals some facte, artfully gloffes over others, and defignedly combines and flates the whole in fuch a manner as is most likely to deceive the reader, and make fuch impreffions as are most favourable to his own views? I am aware that a clameur has been raifed against I have been represented as the defaulter of thousands of the public money; and that by my speculations in public property, I have made a fortane. There is not one word of truth in these base affertions. I received for my private property, which I fold before I was appointed a commissioner. specie to the amount of near three thousand pounds. a considerable part of which I risked in exchange for the paper emission of the state at its then passing value, being much deprecia ed. If it was a crime to put confidence in the laws and folemn engagements of the flate, it muft be confessed that I was an avowed criminal. I afterwards, from the fame in the act specified t a confidential motives, exchanged a confidential pare that as they did not of that paper for the specie certificates issued by the