

giving direction to take bonds immediately on the sales, is of no force, and you and the purchasers might dispense with it at pleasure; but I presume you did not dispense with it when the sales were made, and that when the lands were set to sale, the terms were declared, "that bond and security was to be immediately given." Will you undertake to say it bond and security was not immediately given, if required by the commissioners, that the state was bound by the sale? If a purchaser could delay giving bond and security an hour, he might a year, and so defeat this part of the terms of sale, and still have it in his power to call upon the state at any time to complete the bargain, and by this means a settlement of the state revenues might be delayed contrary to the intention of the legislature, and greatly to the injury of the public. According to your assertion, (for you have made use of no argument in support of it) one party is bound by a contract, although the other refuses to comply with the terms on his part. I have always understood, that upon refusal of one party the other was not bound to comply. A man offers property to sale for ready money; it is bid for; the highest bidder, instead of paying the money, refuses. Is there any rule of law, or common justice, that obliges the seller to keep the property ready to be conveyed to the buyer, when he thinks proper to bring the money?

The remaining subject of resale was property which had been sold to Charles Ridgely and company for £. 7320 Black money, and afterwards, upon a resale to Samuel Paxson, William Goodwin and John Dorsey, (the two last being partners of Ridgely and company) for £. 910, payable in the year 1790. You assert that the attention of the commissioners to the interest of the state in the first sale, has been frustrated by my interposition in ordering the second. A state of facts will shew how groundless this charge is, and that if any loss has happened, it is justly attributable to your conduct. This property was sold by one of the commissioners under particular stipulations, as I have been informed, to make a good title to the purchasers, before they were obliged to pay the purchase money, not under a warranty only of the state's title as you allege (for this was a consequence of every sale of confiscated property.) The agreement or articles were never lodged by the commissioners in the treasury. Various claims were made to the property. The purchasers would not bond without the property being disencumbered from all claims: some of the different claimants were so violent in asserting their rights, that they were near coming to blows; and perhaps it would be difficult to fix a clear title in the state to this property. Doctor Way applied to me to purchase this property, part of which he and company claimed, and said he and company would give nearly as much for the property as Ridgely and company had bid for it; and you also informed me, that Mr. Paxson, a partner with Dr. Way, would give as much for the property as had before been bid for it; and I had reason from these informations to suppose the property would sell well, and accordingly advised you to sell the state's right, being under an impression it would sell for the full value, and supposing it infinitely better for the state to do this, than to go into litigations of all the claims to the property, and to suspend any use of it for years. You by law had the conduct of the sale; and as I have been informed, without giving four weeks notice in the Baltimore news-papers, you set the property up at whatever price should be bid for it, suffered the competitors to combine, and to get it for £. 910, payable in the year 1790, and now have the modesty to charge the low sale of the property to me. To have ensured a proper price, you ought to have given notice of the sale in the Baltimore papers, and to have set the property up at a particular price, below which it ought not to have been sold, and then you would have been sure to have prevented any combinations detrimental to the state; and if the price the property was set up at was not bid, you might have justly concluded the professions of giving a high price were not sincere, and therefore, seeing no other bidders offer, you ought to have postponed the sale.

But this charge which you now so unjustly urge against me, is invented for the occasion. You thought the state's right sold for its value, by the following entry of the sale in your book:

"The right of the state of Maryland to a tract of land called James's Park, claimed by sundry dissenting persons, sold to the above-mentioned purchasers." How could you, after making this entry, (to shew the reason that the state's property sold so low) venture an assertion, that the claims against the property were trifling and groundless. You acknowledge that the state's title, subject to the claims against the property, would at the first sale have sold for a trifle. If that would have been the case, I presume it would have showed from an opinion of all who wished to buy the property, (and had from thence been induced to take opinions on the title) that the state's right was doubtful: but one thing is clear, that by selling in the manner colonel Ramsey did, a foundation was laid to charge the state certainly with commission on £. 7320, when there was at least a chance, that the state, after litigation or purchasing in all the claims to this property, would not have received near that sum; you charge on the two sales of this property, to wit, on the first sale £. 183 0 0, on the second £. 22 15 0, and make

£. 205 15 0, which is more than twenty-two per cent. on the sum bonded for, and near forty per cent. of the real value of that security.

Upon the question respecting double commission, the amount of your argument is, that you had derived a commission on the first sales; that I ordered resales without authority, and therefore, that you are entitled to two commissions. I deny the premises: and if they were proved, I deny that your conclusion from them is just; for the legislature never having intended a double commission, the state ought not to be burthened with it by your conduct or mine. If it had been your opinion, that I acted illegally in directing the resales, you ought not to have obeyed the order; but, without any hesitation, you made the resales, which must have been either from your supposing they were rightly ordered, or from a design to secure to yourself a profit by acting under an illegal order. If you acted upon the first principle, your subsequent conduct in charging me with acting improperly, when you were of opinion I acted properly, can never be justified; if from the latter, your views were directly contrary to that regard for justice which you so often profess to have.

You have by way of recrimination alleged, that I have received commission on nominal sums, which there is a probability the state will never realize. If this was the case my errors would by no means justify yours; but the fact is not according to your allegation, to the best of my knowledge and belief. I have already given the state credit for the sum of £. 18 1 6 for property sold, and not bonded for, and for the sum of £. 112 10 0, commission on property sold to Mr. Hagar, which was given up to him by the general assembly, although bond and security had been taken by me, and lodged in the treasury. And, as I told you before the governor and council, I now repeat, that if it can be fairly shewn that in any instance I have received commission where a principal sum, upon which the commission is charged, has not been paid or secured to the treasury, I will immediately refund the commission; for I hold the position true, both as to the commissioners and intendants, that neither can be entitled to any commission, except that which the rate, allowed by the legislature, will amount to on the principal actually paid or secured to the state by a compliance with its laws in such manner that the principal sum must be brought into the treasury, unless by unforeseen insolvency in the purchaser and securities. If you agree to this position, we shall have no further dispute as to the subject on which you can charge commission to the state: and this article, in your account, may be settled by a fair application of the rule.

The second objection stated to the commissioners accounts is, that they received a commission of two and half per cent. specie on the sum of £. 35,000, for which it appeared by their books property had been sold, and for which bonds were not taken by the commissioners; and it was doubtful whether the state would ever recover the sum charged. It is alleged by you, that the sum is exaggerated, but admitted that you have charged commission on about £. 30,000 unbonded debt. If the sum stated by me was exaggerated, which I do not admit, it was not intentionally done; but it is not so material precisely to ascertain the sum, as to examine the principle upon which you attempt to support this charge, which is, "that when the accounts were stated, balances ascertained, and suits commenced," the business is done as to the commissioners, and they are entitled to receive their commission.

It cannot be denied, but that the laws, under which the commissioners sold property, made it part of their duty to take bonds with good security for the purchase money: and it must be admitted that the commissioners did not comply with this duty, so far as relates to the unbonded debt; and it must also be granted, that the commission was given as a reward for performing the whole duty enjoined, and not for part only. And it would seem to me to follow as a consequence, that the commissioners could not legally claim payment of this part of their commission. But, appealing to the reason of mankind, you flatter yourself no person capable to decide the question will deny your right to receive this commission. To support the position that you are entitled to receive this commission upon principles of justice, it seems to me necessary for you to prove beyond a doubt, that the state is in as good a situation with respect to the debtors *who have not bonded*, as it would have been if bonds and security had been given according to law. This you have not attempted to shew, and the contrary is certainly true. If we pay any attention to the judgment of the legislature upon the case, it will militate strongly against you, for they were certainly of opinion the state was in a better condition by having bonds and security from the purchasers of property, than by having a charge only on the commissioners books, or the directions to take bonds with security would not have been given. But the matter does not rest on the opinion even of the legislature; for you know, that when bond and security was given upon default of payment, execution might issue against the debtors as upon judgment; whereas, upon an account in the commissioners books, an action must be brought, which might, under circumstances, be delayed. But supposing it tried the first court, and judgment obtained, yet there might be delay of payment injurious to the finances of the state, and

destructive of the punctuality intended to be established. It must also occur to every one, that there is a much greater chance of insolvency where no security is given, than where security is taken, and that the taking a bond will give the debt a preference in payment to an account in case of the death of the debtor. It must also be obvious that taking bond would prevent many groundless objections which might be attempted to delay or prevent a recovery upon an account, and it must be admitted, that the public revenue, so far as the unbonded debt extends, is in a state of doubt and confusion instead of being clear and certain as it was designed to be by the general assembly. These considerations prove that the situation of the state, with respect to the unbonded debt, is not so good as if bonds had been taken agreeably to law; indeed every man may determine this case by asking himself this single question, is my income and estate as certainly secured by having large sums charged to a number of persons in a book to be proved by witnesses, as if I had the bond of each of these persons with good security? No person, I believe, would be at a loss for the answer he should make, and if the answer would be made in the negative when the question related to a man's own affairs, it will certainly be equally right when the state is concerned; and if it is true that the state is in a worse situation, by bonds not being taken, than it would have been, had bonds been taken, your claim to receive commission is without any foundation in reason or justice, and to support it you must be driven to maintain the following position: The state has offered the commissioners reward for putting its revenues in a certain condition; they have put them in a condition much worse than was intended, and yet are entitled to receive the stipulated reward; but you will say the commissioners are not to blame; the purchasers made a variety of objections, and would not give bonds. I think it has been fully shewn, that this excuse is frivolous; yet, if we were to lay asleep all the powers of reason, and believe this surmise, you would not be a step the nearer proving your right to receive the commission. For your being blameless, and having a right to commission, are as distinct and unconnected ideas, as your attention to your duty, and regard to your interest are. The right to commission depends upon the single fact of rendering the service required by law. Your being blameless, though the service is not rendered, might depend on a variety of circumstances, none of which however, I believe, in truth existed. A man is hired for a certain reward to go a journey, he falls sick, or his horse lame, or any other accident prevents his performing the journey: He is not to blame, but I am inclined to think no casuist would determine that he is therefore entitled to the reward. But suppose this man, instead of pursuing the directions given him, was to follow his own will, get into a variety of crooked paths, lose himself, and not having reached the proper place, undertook to bring something which he thought as good as that he was sent for, and upon examination it was found to be a much worse commodity, though at as high a price as the one he was directed to bring. I believe his employer would think it an insult if the stipulated reward was demanded by such an agent.

To be Continued.
DAN. OF ST. THO. JENIFER.

In the publication of last week, in the 1st column of the 3d page, 93d line, instead of *required*, read *acquired*.

L O N D O N, Sept. 9.

THE prince of Orange has written a very long letter to the states of Holland, complaining in very pointed terms of their hasty decision, concerning the command of the garrison at the Hague, by which, with a majority of only one, his serene highness finds himself deprived of what he calls an hereditary right, exclusively granted to his family. Whether this expostulation was really too harsh and unsupported, or that it appeared so to their noble and great mightinesses, the states of Holland have asserted their firm determination of abiding by the resolution of the 27th of July, 1786, by which the aforesaid command is transferred from the stadtholder to the said states, and their committee: several protests have been entered against the above resolution by the lords of the equestrian order, the nobles, and the towns of Deit, Brielles, Enkuyfen, Edam, Medenbilk and Hooren. The deputies of Amsterdam have persisted in their former annotation upon the resolution of the said 27th of July; those of the following towns, viz. Dordrecht, Haerlem, Leyden, Gouda, Cannchem, Schiendan, schoonboevn, Aikmaar, Monikendam, and Numerende, have acceded to the resolution of the states, referring to themselves the right of entering such caveats against the above protests as to their constituents may seem good hereafter.

A letter from Algiers, dated July 18, says "The two negotiators who came here from the United States of America to treat about a peace with our regency, have not met with any success. When they arrived about the latter end of March, they took up their lodging at the house of the French consul. Two days after they had an audience with the dey; he received them indeed with affability, but would hear nothing about peace, saying, "that he could not enter into any amicable connexions with the American congress, until the latter shall have agreed about that affair with the grand signor." Nevertheless he added, "that they might reclaim their nineteen countrymen, that were in slavery here, on paying the sum of 25,000 piastris, besides the charges." The two deputies not presuming to take upon themselves the payment of so large a sum, to de-