(XLIId YEAR.) THE (No. 1083.)

MARYLAND GAZETTE.

THURSDAY, DECEMBER 14, 1786.

[*Continued from our laſt*]

To GABRIEL DUVALL, Eſquire.

SIR,

YOU admit, that if any purchaſer ſhould deny the purchaſe, it is incumbent on the commiſſioners to prove it *to entitle them to commiſſion*. This admiſſion goes a great way to deſtroy all your preceding aſſertions, for at the time you received the money for the *whole* of the commiſſion charged on the article referred to, it was impoſſible for you to tell how many purchaſers might deny their purchaſes, and what determination might be given upon the proof you offered, and therefore, according to your own acknowledgments, you received the commiſſion when you was not entitled to it, not having proved the purchaſe in all caſes where it might be denied, and there not being judgments in the caſes where this proof might be called for. The recovery by the ſtate was contingent, your receipt of commiſſion certain, which is in part the objection made to the commiſſioners account as paſſed But I cannot admit, that if you were able to prove the purchaſe that you would conſequently be entitled to commiſſion For ſuppoſe the debtor ſhould be inſolvent, and the debt or part of it loſt, and that owing to the neglect of the commiſſioners in not taking bond and ſecurity; I believe no perſon capable of determining would ſay, that the commiſſioners were entitled to commiſſion. How many caſes of this kind there may be it is impoſſible to ſay, and therefore the *payment* of any reward to the commiſſioners ought to have been delayed until the buſineſs was finally ſettled, and the money received by, or ſecured to the ſtate. When this was done, and it appeared nothing was loſt by the neglect of the commiſſioners, then, and not until then, a juſt and proper compenſation ought to have been made, but even under ſuch circumſtances they would not be entitled to full commiſſions, becauſe a part of the duty was not performed. You ſtate, that I examined the liſt of debtors, and thought them ſolvent and ordered ſuits. In doing this I acted from the information of the commiſſioners as to the ſales, and from the beſt of my judgment as to the ſolvency of the purchaſers, but in neither caſe could I act upon a certainty from the nature of the things to be determined on; but what has this to do with your right of commiſſion, if my determining to bring ſuits would as certainly and expeditiouſly bring the money into the treaſury, as the order you received for the whole of your claim took it out, there might be ſome force in ſtating the above circumſtances; but you know, and the public creditors feel, that this is not the caſe. As a particular inſtance to ſhew the probability that the ſtate would never realize the ſums you charged and received commiſſion on, I mentioned the caſe of a charge to Stephen Steward, and company, that you did not know who the company were, and that Stephen Steward denied the purchaſe; it is not pretended that Stephen Steward, ſen. bought the property, but you allege it was bought by Stephen Steward, jun. he has made the following affidavit upon the ſubject.

Baltimore county, November 22. 1786.

Then came Stephen Steward, jun. before me, one of the juſtices of the peace of ſaid county, and made oath on the Holy Evangeliſts of Almighty God, that he, the deponent, did not bid for but two lots of land at the ſale of the Nottingham company's property that were ſtruck off to him, both of which lots were afterwards transferred to the preſent holders of the Nottingham forges, nor did he authoriſe any perſon whatever to purchaſe land for him at ſaid ſales; that during the time of the ſale he obſerved the vendue-maſter, Mr. Thomas Yates, had ſtruck off ſeveral lots of land to Stephen Steward, and company; that this deponent went to Mr. Yates and aſked him what he meant by ſtriking off the land to Stephen Steward, and company, Mr. Yates gave him for anſwer, that the commiſſioners had determined not to let any of the land go under the aſſeſſment, and when the price bid for a lot did not exceed the aſſeſſment, he ſtruck it off to Stephen Steward, and company, to give a ſanction to the ſale, as he ſaid.

STEPHEN STEWARD, jun.

Sworn to and ſubſcribed before me,

THOMAS RUSSELL.

Major Yates has given me information agreeing in ſubſtance with Mr. Steward's affidavit. The property Mr. Steward bought and afterwards transferred to the Nottingham company, is no part of the property charged to him, and denied to be bought, and the allegation of Mr. Howard, the gentleman you allude to, that he was a bidder againſt Mr. Steward for ſome of the property, muſt, I apprehend, have been for the two lots which Mr. Steward really bought, and not any part of the property diſputed.—Col. Ramſey informed me, that the ſale was really made to Meſſieurs Steward, and company, and that he believed major Yates was one of the company, and I was induced by this aſſertion of colonel Ramſey, to believe the ſale was really made, and being under this impreſſion, I ordered ſuit to be commenced, as the charge was made on the commiſſioners books and the commiſſioners alleged the ſale could be proved. But upon further inquiry, it turns out that the ſale was merely nominal.

The third objection ſtated by me to the commiſſioners account is, that they were indebted to the ſtate for property when the greater part of the commiſſion claimed by them aroſe, and that therefore the charge for commiſſion ought to have been diſcounted for money due for property, and the commiſſioners ought to have taken credit to the year 1790 under the act for conſolidating the funds, &c. which paſſed in November ſeſſion 1781, for only the balance due by them, after ſuch diſcount, and that they ought not to have been allowed to poſtpone the payment of their *whole* debt to the ſtate until the year 1790, and to have received caſh for the ſtate's debt to them.—To this you anſwer, that neither you or Mr. Hollyday owed the ſtate one ſhilling at the *time your account* was paſſed in July 1786.—What a pitiful evaſion is this.—You intended to deceive by concealment of facts, which the leaſt regard to candour would have induced you to diſcloſe.—I mean, that you paid in *certificates* £. 1116 4 7 on the 27th day of March 1786, in part of your bond, the balance of £. 602 18 1½ I preſume you paid in certificates in May 1786.—Mr. Hollyday paid in certificates July 19, 1785, £. 803 9 1.

You admit, that you and Mr. Hollyday were indebted for property in November 1784, when the above act paſſed, and you do not deny that colonel Ramſey is ſtill indebted for property Your allegation that you did not take credit to the year 1790, will not anſwer the objection, unleſs at the ſame time you ſhew you did not uſe the privileges given to thoſe who had a right to an indulgence to the year 1790, by paying in certificates, worth little more than one half the money due for your debt, or of the money received for your commiſſion. If you could not claim the indulgence to the year 1790, you had no right to pay certificates, but taking a credit to the time juſt mentioned, you availed yourſelf of the rights given to thoſe who were entitled to ſuch credit by law. Wherein is the difference upon the preſent argument, whether you delayed payment until the year 1790, or paid in depreciated paper before that time?—If indeed you had diſcharged your debt to the ſtate by paying caſh agreeably to the tenor of your bonds, then you might have fairly argued that no injury was done by receiving your commiſſion in money. You very well knew that the inference for or againſt you from the fact of your payment of the debt would depend altogether upon what you paid,—and therefore you tell us, you have paid your debt, and have left the public to conjecture in *what manner* you paid it. If by concealing the manner, you could induce a ſuppoſition that you had paid *money*, then every body would conclude, that it was not material whether you put money into the treaſury with one hand, and took it out with the other, or diſcounted with the ſtate.—If you failed in the intended impoſition, you thought your caſe would not be worſted by the attempt, as it was impoſſible to meet the argument in front, and oppoſe the principles upon which it muſt reſt.

How you can apply the principle, "That in a free country there ought to be one equal rule of juſtice to all the citizens," to combat my argument upon the preſent queſtion, I am at a loſs to conceive, for my reaſoning is not at all oppoſed to this principle, but in perfect conformity with it; and by attempting to eſtabliſh the commiſſioners claim to receive *money* from the ſtate for what is due to them, and pay the ſtate certificates for what is due to it, where the debit and credit were in money nominally the ſame, and equal in value, you act directly contrary to the principle ſuggeſted; for your argument muſt ſuppoſe a privilege in the commiſſioners to be exempt from the rule of diſcount, which every other citizen is ſubject to, or in other words, that *a different rule* of juſtice is applicable to the commiſſioners than that which univerſally takes place, and is eſtabliſhed by law, between all other citizens of the ſtate. My poſition includes, not only the commiſſioners, but all other citizens under ſimilar circumſtances, and before you can expect to derive any aſſiſtance from the principle you lay down, you ought to ſhew that other citizens, under circumſtances ſubſtantially the ſame with the commiſſioners, are entitled to receive ſpecie from the ſtate, and pay certificates.

The fourth objection made by me to the commiſſioners account is that a quantity of ore and coal at the Lancaſhire works had not been accounted for in any manner to the ſtate. Both you and colonel Ramſey attempt an anſwer to this objection, and have given relations of facts which do not contain a full and true ſtate of the circumſtances exiſting in the caſe: it will be neceſſary that the facts ſhould be known, to enable the public to form a juſt deciſion on the tranſaction, which has become very intereſting to the ſtate, by a late determination of the arbitrators between it and Mr. Garretſon; the following is a juſt account of this buſineſs. In September 1781, a tract of land called Buck range, containing 750 acres, on which the Lancaſhire furnace ſtood, was ſold to Job Garretſon for £. 5062. Upon this land, and at this furnace were about three hundred loads of coal, and about three hundred tons of ore, as proved by Mr Weſton, who ſuperintended the works, and other teſtimony before the arbitrators. Mr. Garretſon claimed this ore and coal from the terms of ſale, alleging, that the land, with the furnace ready to go into *blaſt*, and every thing on the land, except negroes, live ſtock and houſhold furniture, were ſold to him. This property was ſold before colonel Ramſey became a partner in the purchaſe of the Nottingham iron-works; afterwards, colonel Ramſey being *a partner of Ridgely, and company*, in the Nottingham works, on the ſecond day of March, 1782, wrote colonel Garretſon the following letter:

SIR,

I was ſurpriſed to learn from Mr. Bayley, that you refuſed to let him move off the coal and ore which were left on that land you purchaſed; you muſt have forgot that I agreed to your taking poſſeſſion on the expreſs condition, that theſe things, together with the hay, might be moved off at any time. I have directed the gentlemen who purchaſed them to take them off whenever they pleaſe; I hope, upon reflection, you will not attempt to oppoſe them, *as the duty which I owe to the public* will oblige me to take ſteps which may be finally diſagreeable. If I could conceive that you had any well founded claim, I would not wiſh to deprive you of it, and promiſe you, that ſhould you hereafter be able to eſtabliſh your pretenſions, you ſhall be allowed the full value of the articles removed. I am, your obedient, humble ſervant,

Signed, NAT. RAMSEY.

Baltimore, 2d March, 1782.

Colonel Garretſon.

In conſequence of this letter, the ore and coal were taken by Mr. Bayley, who was concerned in the White Marſh furnace. And 120 tons of ore, and 106 loads of coal, were charged in the commiſſioners books to Samuel Norwood, and Co. amounting to £. 254 5 0; a junction was afterwards formed between Mr. Bayley, one of the purchaſers of the White Marſh furnace, and the purchaſers of the Nottingham forges. Mr. Garretſon applied to the general aſſembly for relief, and at November ſeſſion 1784, the following reſolve paſſed both houſes.

By the HOUSE of DELEGATES, January 6 1785.

Whereas it appears to the general aſſembly, that Job Garretſon, of Baltimore county, in the year 1781, bought of the ſtate ſeven hundred and fifty acres of land, part of the property of the late Principio company, at ſix pounds fifteen ſhillings per acre, for which the ſaid Garretſon bonded as the law directs; that by actual meaſurement the ſame only contains ſix hundred and ſixty-one acres, which leaves eighty-nine acres ſhort, as appears by the certificate of the ſurveyor appointed by the commiſſioners of confiſcated Britiſh property; that the ſaid Garretſon bought all the property on the land called Buck-range, or the Lancaſhire furnace, except the negroes, live ſtock, and houſehold furniture; that there were three hundred load of coal, and three hundred and thirty-two tons of ore taken away by order of the commiſſioners aforeſaid, and that conſiderable damage was committed upon the furnace aforeſaid, after the ſale and before the delivery;

RESOLVED, That the intendant of the revenue be required and directed to adjuſt and ſettle the ſame with the ſaid Garretſon, and in caſe of diverſity of ſentiment, that the ſame be referred to three diſintereſted perſons to be nominated by the ſaid intendant and Garretſon, who upon hearing all the circumſtances on oath, ſhall ſettle and adjuſt the ſame.

By order, W. HARWOOD, clk. ho. del.

By order, J. DORSEY, clk. ſen