

MARYLAND GAZETTE.

T H U R S D A Y, M A R C H 2 2, 1 7 8 7.

[Concluded from our last.]

To GABRIEL DUVALL, Esquire.

S I R,

YOU rely exceedingly upon the indulgence of your readers, and their want of intellects, when you conclude, that you can divert them by a small scrap of borrowed abuse, from detaching upon the reasoning of the evidence offered; that the causes assigned by you for delaying to file your accounts before the intendant's office, expired, were shameful and contradictory evasions, degrading even to you, and affrontive to every man of common capacity.

To prove that suits were not brought against the debtors who had not bonded immediately after the first of April, 1785, because that I had before that time determined to dispense with the law, you have republished an advertisement, dated the 28th of April, 1785, wherein proposals are made to the debtors who had not bonded. The proof by no means supports the allegation, and it was scarcely necessary to have given information of an advertisement published formerly many weeks in the newspapers. You do not pretend that you gave me a list of the debtors until the 28th of April, and this is the fact I have asserted, and with what propriety I could have directed suits without a list of debtors and an examination of the cases in which suits were to be ordered. I submit to the judgment of every man in the least conversant with business. I might indeed have ordered suits immediately after the 28th of April; but this would have answered no other purpose, than burdening the defendants with costs, without expediting the state's recovery; and, under an impression, that no injury could be done the state by delaying the suits until a reasonable time before October term, I made the proposition to the debtors in the advertisement stated. I do not pretend that this proposition was authorized by any positive law; but as I conceived that the design of the legislature, which was clearly pointed out by their laws, would be substantially complied with, if the proposition was accepted; and, that by the burden of securing the payment of the emissions of June 1780, being divided among numbers, it would fall lightly on all; and if confined to particular debtors, must prove ruinous to them. I was willing, for the sake of preventing what appeared ruinous and oppressive to a part of the purchasers of British property, at a time when all, who had not bonded, were liable to be sued, to hazard a proposition, which, though not authorized by law, could not possibly, in my opinion, be injurious either to the state or to any citizen; and therefore, as I supposed, could not be liable to censure from any quarter; this proposition has never been disapproved, although known to the legislature; and I believe it will be readily admitted, that the principles of it were perfectly just, and that the adoption of it, instead of doing injury, would have produced real good, both to the state, and the citizens concerned. How your list could have been necessary to effectuate what you call my plan, is not easily to be conceived; or why I should have wanted it on the 28th of April, to ground a resolution on, which, you say, was taken before the first of that month, is not easily to be conceived, by any person less apt to form extraordinary ideas than you are; by you contradictions are more readily believed than matters of fact; and things in opposition are used to prove each other to be true.—Suits were commenced by my direction in time for October term.

After you have been detected in an attempt to palm upon the public, a report of a committee which never existed; you have the modesty to admit, you were mistaken; but the causes assigned to prove this was a mistake only, are as deceitful as the original attempt. You tell us your assertion proceeded from "a conversation with one of the gentlemen of the committee." If you meant to tell the truth, why did not you say in your publication of this fact, that "the average, according to a conversation you had with one of the committee, was only 7/6?" Instead of this you affirmed, that it was according to the report of a committee. The report being cited, and disproving your assertion, you fly to a conversation with one of the committee; and lest, upon inquiry, the information you state to be given should be denied by the gentleman, you tell us in time, that you presume the "conversation was misapprehended by you." But how comes it, that you should be so ignorant of what the report really was? It was published with my answer, and many copies dispersed; and it appears you had the report, for you have published in your last, a whole paragraph of it. At all events as the proceedings of the assembly might have been

easily recurred to, a man, in any manner scrupulous of adhering to veracity, would have been certain, when he knew certainty was so easily obtained, before he made a direct assertion, tending even to injure an adversary. I have alleged, that the property of the Nottingham company was not sold for its full value; and have adduced the after sales, made by those who first purchased, to prove the allegation. It is answered by you, that a small profit gained by the first company upon the sale of so large a subject, is no proof that the property sold below its value to the first company. Now it seems to me to be a convincing proof, that the property was worth more, in the opinion of the second company, than the first gave for it, or the additional sum would not have been given, as there was no difference in the terms of payment, to induce them to give a larger sum; and whether the subject is great or small, it makes no difference in the question. The fact is, as I have been lately informed, that there were several sales by holders of shares in this purchase, after the sale by the first to the second company, and considerable advances were given upon each sale—say, one gentleman sold an eighth, five or six months after the second purchase, for two hundred and fifty guineas; and, although you have endeavoured to magnify the sale by intorming of the sum the property sold for, you have omitted to say in what kind of money it was sold; and what was the value of the money when the sale was made? Taking the articles you have stated the property to be composed of, and estimating them in specie, at a reasonable price, and reduce the sum of your sales to its specie value, and I believe every body will be convinced, that the sale, in real price, was lower than the property of the same kind generally sold for at the time. But it seems some of the purchasers made propositions to me to be released from their purchases, after they had made payments; and that some of them are nearly ruined by the bargain; and from hence you assert, that I knew the property did not sell for less than its value. I admit, that application was made to me to be released from the purchase, after a part of the purchase money was paid; and I also admit, that some of the purchasers are likely to suffer by the bargain; but neither of these facts prove, that the property did not sell below its value, when another fact is connected with them, equally true, which is, that the purchasers, who did apply to be released, and who are likely to suffer, did not pay the purchase money while it was depreciated, and that the application was made after the black and state continental paper, in which the purchase money was payable, had appreciated to double or treble the value it was when the purchase was made; this you know, but with your usual regard to truth omitted to state. Now it may readily be conceived, that property sold in depreciated paper, may be sold at a low real value, and yet the purchaser waits until the paper appreciates, the bargain may be a ruinous one—So property may sell at a very high price in depreciated paper, at the value of the paper when the sale is made, and yet if the seller does not call for his money until the paper depreciates greatly more than it was when the sale was made, he will get but a very small price in value for his property. When I spoke of the property selling low, it must be understood, I mean comparing the value of paper with gold and silver, for this is the only way of determining whether the price given was at the time of the sale high or low. And it could never enter into any man's head but your own, to settle this question by the accidental rise or fall in the value of the paper money, after the purchase.

Whether the lands sold by the intendant, will be more productive to the state, than the lands sold by the commissioners, allowing for the difference of real value between the one and the other, and what will be lost by the unbonded debt, or by your changing by debtors; or whether the state gained or lost by my official conduct; are questions which we are not likely to settle, and therefore I shall not add to what has been said on them. Observing only, upon the last, that those, who were at least as good judges as I, that those, who have given an opinion very different from that which malevolence and resentment has drawn from you.

I have now gone through all the observations in your last publication, which appear to me in any degree pertinent to the points which have been in dispute between us, and, I think, it must appear to every one, who will compare and examine, that you have, in every instance, opposed fiction to fact, sophistry to reasoning, and invective to just animadversion. Conscious of the weakness of your defence, and of the cause you have brought into discussion, and of the wish to divert the public attention from it, you have raised up a number of absurd, frivolous, and

contradictory charges against me; but this trite manoeuvre shall not serve the purpose intended by it. After what has passed, I am not in the least apprehensive of being wounded by your maledictions, and shall not suffer myself now to be led by any tub you may throw out from the points of controversy, which you have begun, with a design to deceive the public, and to disgrace me. Whether the first intention has succeeded is not for me to determine, but it must be admitted that in prosecuting the latter you have established a reputation for being the foulest slanderer of the age.

You have intimated your youth as a circumstance against the propriety of my strictures; compared with me you certainly are a young man, but you are not so in the sense you mean to convey, and if you had gratitude to feel, or candour to acknowledge, you must admit, that when you were a beginner in the world, and the attention of those who had been longer in it than yourself was of some service, that you invariably received from me proofs of a disposition towards you very different from unfriendliness.
DAN. of ST. THO. JENIFER.

* Since publishing the first part of this address I have examined the two plots delivered me by the register of the land-office, as mentioned in a note to this publication. The one is a plot made for the officers of the late proprietary by William Haskins, deputy surveyor of Dorchester county; it appears that you had this plot, for you have written on it, particular lots sold to H. H. upon this plot, none of the descriptions mentioned in your last appear.

The other is a kind of plot, by whom made does not appear; the lines seem to be drawn at random, without plotting and in this plot, upon all the divisions or lots there are words written in your hand writing. You have alleged that Mr. Stanford was mistaken in deposing that lot No. 5 was declared to contain the plantation where William Smith formerly lived, because it appears by the plot, by which the sale was made that it only contained part of the plantation where Smith lived; if the plot I have last mentioned be the one you refer to, it does not appear to me, that you are supported by it; the writing within the lines of this lot is as follows: Part of lot held by W. Smith's heirs—part of lot held by Miss Wheeland; whether it was meant by these words to signify that part of the lot sold was held by Smith's heirs, and part held by Miss Wheeland, the whole of the two lots held by these persons, composing lot No. 5, or that lot No. 5 was composed of parts of the lots held by these persons, is not certainly to be determined from the words used—but if a view is taken of the plot, I think it must appear, that the words wrote were meant to signify, that part of the lot No. 5 then sold, was made up of the whole of the land held by Smith's heirs, and the whole of the land held by Miss Wheeland. I give this construction from the circumstance that you have not noted, that any part of the lands held by these persons lies within the lot adjoining No. 5, and if any parts of lands held by these persons were supposed to be out of lot No. 5, and in any other lots, it certainly would have been so noted in your description of these other lots. But it is not mentioned, that any other lot contained any part of the lands held by these persons, and therefore I infer, that the words you wrote were intended when written to convey the idea, that all the land held by these persons, were included in lot No. 5, and not the parts only of these lands were included as you now contend; and if I am right in this construction which I think a view of the plot will evince, then your objection to Mr. Stanford's testimony is altogether groundless.

The specification of marsh supposed to be in lot No. 6, does not appear on either plot, and where you take it from I know not.

You say lot No. 8 is described to contain only a small part of the tenement where John Pike lived. I can find no such description on the plot, the only words on this division being Devil's Wood yard. Part of Friend's Advice. Doubtless—The only lot in which Pike is mentioned in your descriptive plot, being in No. 4, bought by Mr. Sullivan, the sale of which you agree was properly vacated.

You say the sale of lot No. 9 was vacated upon Mr. Stanford's deposition, that part of this lot was taken away by patent land, when in truth, it appears by the survey subsequent to the fact, that this lot is not affected by any patented land, but what appeared on the plot made use of by the commissioners—I his assertion is disproved by a sight of the plot, upon which you have made notes; for upon the plot made by Mr. Barrow, the surveyor, in consequence of your sale, it appears, there are two tracks of patented land laid down, which run into, and considerably affect lot No. 9, neither of which appear to be laid down in the plot with your notes on it, nor is any land in this lot excluded as patent land. There is on the proprietary plot a track of land called Privilege, whether patented or leased does not appear, but this land is not noted in the plot