

MARYLAND GAZETTE.

T H U R S D A Y, M A Y 17, 1787.

To GABRIEL DUVAL, Esquire.

SIR,

BEING defeated by arguments deduced from facts, you have been again driven to your old shifts, that is, to the most scurrilous and malevolent abuse. You cannot be so silly as to believe, that gross language can pass for proofs to establish your right to double commission, to commission on debts in contingency, to commission on property sold to persons unknown, or on property sold that the state had no interest in, &c. But think by throwing dirt, you may possibly draw the attention of the public from the true contest. You have asserted, that I had "thought proper to drop it respecting the claim to commission," and add "so let it rest." I believe that no person but yourself could have drawn such a conclusion from any of my publications; but I am not at all surpris'd that you should be willing that the contest should rest, because, if this business should be investigated by proper authority, you probably would have to return the sum of £. 2224. So far from my dropping the contest as to commission wrongfully charged, that I shall as long as the immutable laws of justice have weight, contend, that you had no right to the money drawn from the treasury for commission on the first sales of property, where second sales were made, nor a right to commission on any other of the sums I have objected to its being charged on. It would be needless for me to go over again the ground so often trod, and by this time so well understood; I shall therefore only take the liberty of mentioning one instance. I mean that of Mr. Long, to whom the commissioners sold confiscated property that did belong to the Principio company, for the sum of £. 12,294 10 0, on which sale they charged and received £. 307 7 3 specie for commission. By their neglecting to comply with the directions of the law (which were) that they should take bonds immediately on the sale, and return them as soon thereafter as possible to the treasury the sale was declared void from the inability of the purchaser to pay the money, or to give security, and the commissioners were directed to resell, and in consequence thereof they thought proper to sell it to the said Robert Long for £. 5338 2 6, and also charged a commission of £. 138 9 0 on the second sale. Thus by not doing your duty in the first instance, the state lost the sum of £. 6756 7 6, and also in the second the sum of £. 138 9 0. Now let me ask, if it be possible to find an unprejudiced person in the state, who will agree with you in opinion that you ought to have been paid commission on the first sale? Equally striking are all the other objections I have made.

I am not at all surpris'd (after the many misrepresentations and frivolous assertions which you have made) that you should still have the effrontery to assert, that you delivered me papers that evinced that doctor Wheeland purchased the whole of lot No. 5, in Nanticoke manor, or that I released him from the worst part, and let him retain the best of his purchase. These assertions were so fully contradicted and refuted by your books and papers referred to in my publication of the first of March, in Gazette No. 2094, 2096, and 2097, that no man, not hackneyed in the trade of making right appear to be wrong or wrong right, would have dared to have ventured again in print on that subject, but as you have, I will prove even to your own conviction, by the statements and certificate of the treasurer of the western shore, that doctor Wheeland did not purchase the whole of lot No. 5, or if he did, that the commissioners, and not the intendand, released him from part of his purchase.

James Shaw, with William Wheeland and John Hicks Traverser securities, bond dated the 22d of January, 1782, for £. 586 6 3. William Wheeland, with James Shaw, and John Lecompt securities, bond dated the 22d of January, 1782, for £. 737 7 3.

This will certify that the above mentioned bonds were delivered into the treasury office by the commissioners of confiscated property, and entered on the books of said office on the 4th of January, 1783. Signed Thomas Harwood, treasurer western shore.

You also assert, that it was rational to suppose that I had the plots used by the commissioners at the sale or one of them at least. To suppose this, you ought to shew that they could have been in my possession and in yours at one and the same time; that they were not in mine, but in yours, is proved beyond a possibility of doubt by the endorsements made on them by the register of the land office, viz.

The within plot was received after the 26th of April, 1786, when a number of papers were filed in the land office by Mr. Duvall, and after Mr. Jenifer applied for the plots of Nanticoke manor, and received all that were then in the office.

Signed JOHN CALLAHAN, reg. Id. office.

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From these certificates the world may easily judge and determine to which of us the epithet of impostor is the most applicable. To refer me to plots, to contradict the most positive testimony, that you never returned to the office till our dispute began, and then immediately to appeal to them as evidence, is very extraordinary. After such mean attempts to mislead and deceive, what can be said for you?

Mr. Hollyday's petition and your remonstrance to the assembly, I inserted at full length in my publication, Thursday November 30, No. 2081, and which speak the intention of the applicants so strongly that they could not be misundestood, and therefore there was not any occasion to make use of false givings, nor were any made use of by me. Can you be vain enough to imagine, that your bare ipse dixit will pass for an immaculate truth in contradiction to the plain and common sense of the words expressed? You say "if words have any meaning you remonstrated against a second sale being made, and that the principal motive which induced you to address the legislature, was to prevent loss to the state, &c."

It this was really your meaning, then it follows, that as you and Mr. Hollyday made no exception as to his or Mr. Sullivan's purchases, that each were to submit to the deception, and abide by the loss, which would have been very considerable, as their purchases amounted to near one fourth of what you sold the manor for.

Mr. Hollyday's case, as he stated it to the late intendand, was very remarkable. He alleged, that "he purchased three lots of land in Nanticoke manor, two of which appeared by the plot of which the commissioners sold, to be contiguous, but when survey was made, was cut in two by patented land, and instead of three he had four tracts of land, and that no two of them joined. Part of Mr. Sullivan's lot was also taken away by patented land." As it cannot be supposed that you meant, by your remonstrance, to injure Mr. Hollyday or Mr. Sullivan, or that Mr. Hollyday by his petition, meant to injure the latter or himself, then it follows, that the only object you had in view when you applied for relief to the general assembly, was, to prevent your losing commissions on the sales you had made. And that the interest of the state has been a reigning pretence, and thought of by you since our dispute began.

Had the commissioners surveyed the lands as the law directed, there could not have been any mistakes made, or losses happened.

You say, "that if I mean to assert that bonds were not demanded by the commissioners immediately on sales being made, that this my charge was equally false and infamous." I did not directly make this charge, but I can, if called upon, prove it to have been the case, in many instances, and I think no stronger proof need be given, that you did not in every instance, than in the sale said to have been made to Stephen Steward, jun. and company, of 12 lots of land, late the property of the Nottingham company, for £. 4376 6 3, for had you demanded bond, either on the day of sale or after it, you must at least have known the persons names who formed this company. But notwithstanding you did not then know, or "have since been able to discover, who they were," you have charged on that sale a commission of £. 109, proved the account, and drawn the money from the treasury.

Did the commissioners demand bonds of the purchasers of Queen-Anne's manor at the time of sale, or

A plot made by Mr. Haskins for the revenue office, and by which the sale of Nanticoke manor was made by the commissioners, and referred to, the 22d of March.

A plot sketched out by Mr. Duvall from Mr. Haskins's plot, with some notes on it, mentioned in my publication of the 22d of March.

Haskins's plot, put into the land office after our dispute had commenced.

within twelve months? If they did, what was the reason they were not executed, or if executed, why not returned to the treasury immediately thereafter? You were concerned in these purchases to the amount of £. 7186 13 3; and if you in these, and Mr. Hollyday and colonel Ramsay in other instances, wherein they were purchasers, did not bond at the time of sale, with what face could you pretend to do what you yourselves would not do? And if you were as anxious at the respective times of sales to give credit to the red money as you now pretend you were, why did you neglect to give bond immediately upon the sale of Queen-Anne's manor, and return them as soon thereafter as possible to the treasury? The keeping bonds out of the office twelve months, as in the instances of doctor Wheeland and Mr. Shaw, as well as of many other persons, as appear must have been the case by the treasurer's certificates above referred to, by his books, and by a report (dated January 6, 1783,) of a committee of which the honourable John Hall was chairman, that although you had sold property before the 8th of January, 1782, for £. 69088 13 6 black, and £. 47,389 state continental, that the bonds to these emissions, at that time lodged in the treasury, only amounted to £. 5946 13 4 black money, and £. 8,237 8 4 state continental, these two sums make but £. 14,184 0 8.—Why you did not take bonds for a much larger sum, or if taken, why they were not lodged in the treasury, will puzzle you, I believe, to give a satisfactory reason. I therefore contend, as you did not comply with the directions of several laws under which you sold British property, and as the state has sustained great loss by your not acting agreeably to them, that the commissioners cannot be entitled to commission in the several instances wherein I objected to its being charged.

But to bring this subject into a more familiar point of view, I will suppose that A. B. and Co. merchants, had put into your hands in May, 1781, a cargo of goods worth eighty-four thousand pounds, and directed that you should sell them on credit, taking bond with two securities, (each having real property in the state assessed to the value of the purchase money) payable in specie, black, or continental state monies. In the month of November, 1781, you informed your employers, that their goods were not sold, and that you thought it would be advisable to divide one half of them into lots; they joined with you in opinion, and directed it to be done in such manner as in your opinion would be most productive, at the same time reminding you to take care, with two good and sufficient securities, and on such bonds being given, the goods were to be delivered, and not otherwise. For the annual performance of the services, you were to be allowed 2 1/2 per cent. commission, payable in a money then depreciated two for one. In consequence of these two orders, you proceeded to the sales of the goods, one half thereof, you sold to a company composed of eight persons, under a particular agreement, in writing, (and which, by the bye you retain in your own possession) neither of whom were to be answerable for more than his eighth part of the purchase money, and contrary to the positive directions of your employers, you delivered the goods before bonds were given. You likewise sold the remaining part of the goods in lots; but instead of taking the purchasers bonds, either in the first instance with two securities, each having real property assessed in the state to the value of the purchase money, or in the second with two good and sufficient securities, you received bonds of persons who purchased not one shilling's worth of said goods, either at the first or second sale, and who were not worth one farthing at the time of taking said bonds. To others, you sold parts of these goods, and delivered them without taking or receiving any kind of security, and who stand charged in open accounts; among them is an account against a company to whom you sold to the amount of £. 4,376 6 3, but when called upon for the names of the persons who composed this company, you answered, that you had not nor could not find out who they were. By your acting contrary to orders and by other mismanagement, your employers lost upwards of forty thousand pounds, and yet you had the modesty to charge them with a commission on the sales the sum of £. 2100 specie.

Is it possible to suppose your employers would submit to these vile impositions? It is certain that they would not. They would not only refuse to pay the commission you charged, but would have obliged you to pay for all the losses they had sustained on the goods which you sold contrary to their orders.—What, pay you £. 109 commission on £. 4,376 6 3, sold to persons unknown? They also would have reminded you of a former consignment they had

If you were so anxious as you pretend you were to establish the credit of the red money, how could it be paid that you did not return the bonds above-mentioned to the treasury office till twelve months after the sale?