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CONGRESS.

House of Representatives, Tuesday
February 13th, 1827.

THE VICE PRESIDENT.

Mr. Wright from the Select committee appointed on the subject of the Vice President, made the following report, which was ordered to be laid on the table, and ordered to be printed.

REPORT OF THE COMMITTEE.
The select committee to whom was referred the communication of the Vice President of the 29th December last, respectfully report:

That immediately after they assembled, they informed the Vice President of their being organized, and of their readiness to receive any communication which he might wish to make. On the receipt of his reply, dated the third of January, and which accompanies this report, Mr. McDuffie, as the friend and representative of the Vice President, was admitted before the committee, and attended throughout the examination, which followed.

The first object of inquiry, in proceeding to business, was to ascertain whether any charges against the Vice President had been placed among the public records of the War Department. And after an examination on this point, the committee became satisfied that no such charges were, or had been, among the records or papers of that Department. But, as the letter from Elijah Mix, addressed to Major Saterlee Clark, under the name of Hancock, had been published in the Alexandria Phoenix Gazette, of the 23rd December, which publication the Vice President had particularly referred to, in his note to the committee, they felt bound to examine fully and freely into the truth or falsity of the matters contained in that letter.

From the nature of the duties imposed upon a Committee of Inquiry, especially when connected with the distinct wish, as expressed by the Vice President in the present instance, for the most investigation, it has been impossible for the committee to give to their proceedings the connexion and conciseness incident to trials, when the testimony is ascertained and arranged before it is presented. They have, however, diligently applied themselves to the subject referred to them, and after a long and laborious examination, they are unanimously of opinion, that there are no facts which will authorize the belief or even suspicion, that the Vice President was ever interested, or that he participated directly or indirectly, in the profane any contract formed with the Government through the department of war, while he was entrusted with the discharge of its duties, or at any other time.

They are also of opinion, that the conduct of Mr. Barbour, the present Secretary of War, in regard to the letter of E. Mix, is not of the slightest degree deserving commendation. The examination contained in the letter was regarded by the Vice President, as a wholly unworthy of notice; and the committee have no reason to believe that the supposed truth of that accusation was at any time the basis of any act of the War Department. The publication of the letter appears to have been produced as follows:

In the month of December, 1818, James Goldborough and Elijah Mix were competitors for a contract with the War Department, to deliver to Washington, a certain quantity of stone, to be used in the building of a fort. The contract was obtained from Goldborough, and he had previously purchased from Major Vandeventer, and they (Goldborough & Co.) were recognized at the War Department, by the Secretary of War, and dated the 13th of April, 1818.

The first bond, received at the Engineer Department, of

ing in that paper, accompanied by his editorial remarks. In this publication Mr. Barbour had no agency, either direct or indirect. When he heard that the letter had been made public, he requested, Col. R. M. Johnson, of the senate, to call upon the Vice President as a mutual friend, and inform him of the manner in which the letter had come to his (Mr. Barbour's) hands, and that the same had been subsequently transmitted through the post office in an envelope to Major Clark to whom it belonged. This information was given by Col. Johnson to the Vice President, in the morning of the 29th December, just before he transmitted his communication to the house.

The letter to "Hancock," as published, and to which the Vice President had referred, contained among other things, the following assertion: "And I have written letters of recommendation," which most positively mention that (he means Mr. Calloun) was engaged, and received some portion of the contract." As such letters, if they existed, might tend to further evidence, and be important to aid the committee in their inquiries, they thought proper, in the early stage of their proceedings to issue a subpoena both for Mix and Vandeventer, with a clause therein contained, commanding them to produce any papers in their possession tending to prove the accusation which Mix had made in his letter to Hancock. In obedience to this summons, the witnesses appeared, and Mix having been first called upon to testify, produced, during his examination, the letters from Major Vandeventer, dated August 7th, 1818, September 10th, 1818, July 8th, 1820, March 24th, 1821, and the letter from Col. W. K. Armstrong, dated March 24th, 1821.

On his second examination, he produced the letters from Major Vandeventer, dated August 3d, 1818, September 19th, 1818, and October 17th, 1820. When it was perceived that, in one of the letters of Major Vandeventer, to wit, the one dated the 7th of August, 1818, and to which they here particularly refer, allusion was made to a partner in the contract, whose name was to have been kept secret, they felt it to be their duty to discover, if they could, who this secret partner was, or, at any rate, to push the inquiry so far as to leave no room for suspicion that the Vice President was the person alluded to. This branch of the subject has been the principal cause of their consuming so much time in the investigation; they found that they were here led into a wider field than could have been at first anticipated, and that it was necessary, in order to get a full view of the whole ground, to go thoroughly into the origin and history of what is commonly called the Mix contract. The letters of Major Vandeventer, above referred to, appear to relate principally to the private and confidential transactions between him and E. Mix, in regard to the contract; and there is no reason to believe or presume that the Vice President was ever made acquainted with their contents.

The letter from Col. Armstrong, written while he was at the head of the Engineer Department, although it wears the appearance of an official paper and was improperly intended, as the Committee believe, to bring the weight of official influence to bear upon the private transactions between Vandeventer and Mix, was not written with the sanction or knowledge of the Vice President, and no copy of it was ever entered in the letter book of the Department.

The Committee will here remark, that they place no reliance whatever on the testimony of Elijah Mix. From the self-contradictions, apparent on the face of his testimony, and which it is unnecessary here to recapitulate, aside from the infamy attached to his character, the committee were satisfied that he ought not to be believed on his oath. The letters, however, just referred to, and produced by him during his examination, do not rest for their authenticity on his testimony. Those from Major Vandeventer, excepting such parts as had been defaced or obliterated, were acknowledged by Major Vandeventer himself to be genuine; and he was requested in every instance, to state, with the letters before him, what names or words had occupied the obliterated places, when the letters were written.

The letter from Col. Armstrong was also acknowledged by that officer to be genuine. But the three papers purporting to be copies or the substance of a letter from Major Vandeventer to Mr. Calloun, rest for their authenticity on the unsupported testimony of E. Mix, and are regarded by the committee as having been fabricated by him. They are also of opinion that the words or names defaced from the letters of Major Vandeventer were so defaced by E. Mix; and the committee have been unable to ascertain with certainty, either from Vandeventer, the admitted author of the letters, or from any other source, what the words or names were, which have been thus obliterated.

The offer for the contract appears to have been made by E. Mix, on the 23d of July, 1818, and proposed to deliver at Old Point Comfort, "from one to one hundred and fifty thousand perches of stone, at \$3 per perch." The contract, as furnished from the War Department, bears date the 25th of July, 1818. It stipulates for the delivery of one hundred and fifty thousand perches of stone, at three dollars per perch, as drawn up in the hand writing of Major Vandeventer, and by him alone witnessed, and is signed by Gen. Joseph G. Bly, then chief engineer, and by E. Mix. Although Mix here appears to have been the only contractor, from the evidence, there is reason to believe that at the time the contract was made, or soon after, and before the execution of any valid bond for the performance thereof, it was divided into shares, and that one fourth belonged to Major Vandeventer, one fourth to Elijah Mix, one fourth to R. C. Jennings, and the remaining fourth to a person whose name was not to have been mentioned.

The title of Vandeventer to his fourth, at the time above referred to, appears to have rested on a verbal and confidential agreement between him and Mix, and so remained till the 24th of April, 1819, when he received a written bill of sale of one half of the whole contract. James Goldborough & Co. subsequently became the owners of one fourth, by purchase from Samuel Cooper, who had previously purchased from Major Vandeventer, and they (Goldborough & Co.) were recognized at the War Department, by the Secretary of War, and dated the 13th of April, 1818. The first bond, received at the Engineer Department, of

the contract, is dated 5th of August, 1818, and describes the contract as having been made by Elijah Mix and George Cooper, for the delivery of one hundred thousand perches of stone, being fifty thousand less than Mix was entitled to deliver. This bond is signed by E. Mix and George Cooper, as contractors; and by Samuel Cooper and James Oakley, as sureties; the sureties were regularly approved by R. Biker, Recorder of the City of New York, as appears by his certificate following immediately after the signatures, and dated the same as the bond. It will be perceived at once, that there is an obvious and fatal variance between this bond and the contract. In an official letter written from the Engineer Department, on the 11th day of August, 1818, to Lieutenant George Blaney, and copied into the letter-book of that Department, the contract is described as for one hundred thousand perches of stone. The language of the letter is as follows: "You will inform the Agent that a contract has been made with Captain E. Mix, to deliver, as soon as practicable, at the Rip Raps, one hundred thousand perch of stone."

In a subsequent letter, written to James Maurier, also copied into the same letter-book, and dated the 21st day of August, 1818, the contract is described as being for two hundred thousand perches. The language of this letter is as follows: "Mr. E. Mix will soon commence to deliver stone at the Rip Raps, under contract with this Department, for two hundred thousand perch."

Some time after the delivery at the Engineer Department of the first bond, but at what precise time does not appear, a new bond was given for the delivery of one hundred and fifty thousand perches, describing the contract as made by E. Mix. This second bond is signed by E. Mix as contractor, and Samuel Cooper and James Oakley, as sureties—and it is ante-dated to 5th of August, 1818—but no certificate, in regard to the sufficiency of the sureties, was attached to this instrument. The Committee have been unable to ascertain when this second bond was received at the Engineer Department; though the impression of Gen. Swift's, that it was received before he left the office, which was on the 11th of November, 1818. Major Vandeventer also expresses his belief, that it was delivered during the fall of 1818. How far his testimony conflicts, if at all, with his letter to Mix, dated 17th of October, 1820, in which he urges upon the latter to attend to "the bond," the committee will not undertake to determine.

The attention of Gen. Swift was particularly directed before the committee, to the discrepancies in the bonds, and also to the two letters from the Engineer Department, in which the contract is alluded to. The explanation which he gives will be found in his testimony, to which the Committee refer.

During an investigation relative to this contract, by a committee of the House of Representatives, in 1822, a copy of the bond was requested by that committee. In answer to which the Engineer department furnished a copy of the second bond, which had been substituted for the one first given—but, as there was no certificate of the recorder of New York, approving the sureties on the second bond, a copy of the certificate annexed to the cancelled bond, was made, and attached to the copy of the bond furnished Capt. Smith of the Engineer Department, who attested these copies, has explained the cause of his certifying to this inaccuracy, and to his testimony, in that particular, the committee here refer.

The question still remains, who was the secret partner? But the committee being entirely satisfied that the secret partner was not the Vice President, which was the main question to be decided, will leave the conflicting testimony on the other point with the House, without attempting to decide upon its relative weight.

On the 27th January, 1827, the committee closed the examination of witnesses on their part, except as to one or two, who had been summoned, but had not attended. On that day, the friend and representative of the Vice President was advised that the committee had so closed their examination; and he was also informed by a member of the committee, in its presence, that the committee were unanimously of opinion that the Vice President was innocent of the charge of having participated in any manner in any contract made with the war department, while he was secretary of War. The same day, at the instance of Mr. McDuffie, subpoenas were issued for witnesses to appear and testify on behalf of the Vice President. On the 29th of January, the committee received from the friend and representative of the Vice President, a paper protesting against the previous proceedings of the committee. Considering this paper as prepared and presented under the sanction of the high officer, in whose behalf it protests, the committee have deemed it their duty to transmit it to the House, but they forbear all comment on its contents. The committee submit herewith all the testimony they have received during the examination.

Titles of Laws

- Passed at the present Session of the Legislature.
- No. 1. An act to alter and change the name of James Tolly Howard, of Harford county, to that of James Walter Tolly.
 2. An act to alter the time for the transaction of equity business in the county courts of the First Judicial District.
 3. An act to change the name of John Callender, and Ann his wife, and Mary Ann his daughter, of Calvert county, to the name of John Williams, Ann Williams, and Mary Ann Williams.
 4. An act to alter and change the name of James Mills, a minor, of Dorchester county, to that of James Applegarth.
 5. An act to extend to Thomas St. Clair, of Harford county, the benefit of an act passed February the eleventh, eighteen hundred and twenty-two, chapter one hundred and fifty-two, relating to public roads in the several counties therein mentioned.
 6. An act for the relief of Mary Hall, of Worcester county.
 7. An act for the relief of certain minors, therein mentioned.
 8. An act to close up part of an old road, and make public, a lien thereon, and levy road therein mentioned.
 9. An act relative to public roads in Prince George's county.
 10. An act to repeal an act, entitled, "An act to amend the laws of the State of Maryland, in relation to the several counties therein mentioned, passed at December session one thousand eight hundred and twenty-three, and for other purposes."
 11. An act for the relief of Wilson Carey Selden, senior, and Wilson Carey Selden, junior, citizens of Virginia.
 12. An act to repeal an act of assembly, entitled, "An act requiring the judges of the fourth judicial district of this State to set apart certain days for the transaction of chancery business in said courts."
 13. An act to divorce Catharine Will, and her husband George Will, of Frederick county.
 14. A supplement to an act, entitled, "An act for the revaluation of the real and personal property in Allegany county, passed at December session, 1824."
 15. An act to repeal an act relating to the public roads in Talbot county, passed at December session 1825.
 16. An act to confirm the proceedings of the levy court of Somerset county.
 17. A supplement to the act, entitled, "An act to authorize the governor and council of Maryland to appoint the inspectors of flour for this State."
 18. A Supplement to an act, entitled, "An act authorizing the commissioners to lay out a road in Montgomery and Anne-Arundel counties."
 19. A Supplement to an act, entitled, "An act to incorporate the trustees of the Male Free School of Baltimore."
 20. An act for the revaluation of the real and personal property in Cecil county.
 21. An act for the relief of Negro Esther, and others her descendants.
 22. An act to authorize the levy court of Washington county to levy a sum of money, to be applied towards the erection of a bridge over the Conococheague creek, on the road leading from Hager's Town to Mercersburgh.
 23. An act extending the time for Fielder Cross, the collector of Prince-George's county, to complete his collections.
 24. An act to authorize the levy court of Frederick county to levy a sum of money for the purpose therein mentioned.
 25. An act to make valid a deed from John Miles to John Coulburn, late of Somerset county, deceased.
 26. An additional supplement to the act for the relief of the poor in Dorchester and Somerset counties.
 27. An act for the revaluation of the real and personal property in Washington county.
 28. An act respecting the town of Clear Spring in Washington county.
 29. An act to enlarge the powers of the trustees of the poor in Montgomery county, and for other purposes.
 30. An act to alter and amend so much of an act, entitled, "An act to lay out and open a road from Westminster, in Frederick county, to the city of Washington and George-Town, as relates to the opening of said road through Montgomery county."
 31. An act to repeal all such parts of the constitution and form of government as relates to the division of Frederick county into eleven election districts.
 32. A supplement to an act, entitled, "An act for incorporating a society to educate and maintain poor orphan, and other destitute female children, by the name of The Orphan Charity School, and to repeal the act of assembly therein mentioned."
 33. An act to confirm certain proceedings of David Crawford, Alexander Mandell, John R. Magruder, junior, and John Hodges, commissioners appointed by an act of the last session of assembly to appropriate and expend certain monies raised by Lottery.
 34. An act to provide for the repairing a certain bridge therein mentioned.
 35. A supplement to the act, entitled, "An act to provide for a new assessment, and to appoint collectors of the county tax, in and for the city and county of Baltimore."
 36. An act to authorize and empower the justices of the levy court of Harford county, to convey a portion of public ground for the purposes therein mentioned.
 37. An act to extend the time for James Dirickson, late collector of Worcester county, to complete his collection.
 38. An act to authorize and empower James J. Bourne, of Calvert county, to perfect a contract entered into by himself and Susan his wife, with Nathaniel Dare, of the said county, and for other purposes.
 39. An act to prevent boats and other vessels from taking sand from that part of the Eastern Branch of the Potomac lying and being in Prince George's county.
 40. An act to incorporate the Methodist Preacher's Aid Society of Baltimore.
 41. An act to alter and change the location of part of Hall's Cross Roads and Belle Air election districts, in Harford county.
 42. An act to ascertain and settle the salaries of the members of the council for the present year.
 43. An act authorizing the register of wills for Anne-Arundel county to perfect the record of Joseph Chew's will.
 44. An act for the relief of Elizabeth M. Brown, of Harford county.
 45. A supplement to the act to provide for the preservation of the records belonging to the office of the clerk of Somerset county.
 46. An act for the relief of Elizabeth Saterfield, of Caroline county.
 47. An act to alter and change the name of Alexander Ewing, a minor, of Talbot county, to Alexander Ewing Dudley.
 48. A supplement to an act, entitled, "An act to alter and amend the charter of the city of Annapolis."
 49. An act to incorporate a Mutual Beneficial Society in the city of Baltimore, by the name of Saint Patrick's Society.
 50. An act for the relief of Michael De Young, of the city of Baltimore.
 51. An act for the relief of Margaret Johns Key.
 52. An act to alter the times of holding the County Courts in Worcester and Somerset counties.
 53. An act establishing a library for the use of the Legislature.
 54. An act for the benefit of Mary Davis, of Washington county.
 55. An act to repeal part of an act of assembly therein mentioned.
 56. An act for the relief of Henrietta Maria Goldsborough, of Baltimore county.
 57. An act relating to the register of the Land Office for the Western and Eastern shores.
 58. An act to divorce Elizabeth Blakely, and her husband, John Blakely, of Baltimore county.
 59. An act to incorporate a company in the city of Baltimore, to be called The Independent Fire Company.
 60. An act for the benefit of Elizabeth Smith, of Washington county.
 61. An act to continue in force the acts of assembly which would expire with the present session.
 62. An act to divorce Ann Calverwell, and her husband William Calverwell, of the city of Baltimore.
 63. An act for the relief of Loretta M. Watkins, of Anne-Arundel county.
 64. A supplement to an act passed at December session eighteen hundred and twenty-three, entitled, "An act to repeal an act passed at November session eighteen hundred and twelve."
 65. An act for building a new prison in Calvert county, and for other purposes.

Couch and Harness Making.

JONATHAN RUTTON.
At his shop in West Street, just above the Farmers Bank, still continues the above business. His carriage will be made of the best materials, and every attention paid in their construction, to unite in them durability and neatness. He respectfully solicits public patronage.

He has on hand a Fashionable
CARRIAGE

with
HARNESS.
To go with one or two horses—low for cash. Orders from the country will be faithfully and promptly attended to.
Feb. 8.

Notice.

In pursuance of a commission which has heretofore issued from Worcester county court, authorizing and requiring the subscribers to divide the real estate, lying and being situated in Worcester county, whereof Barnshebe Walston, late of said county, and seized, without having disposed thereof of by will, among the several parties entitled to the same by the laws of this State, the subscribers will meet on the said real estate on Monday the 14th day of March next, for the purpose of performing the duties enjoined on them by the said commission.

David Leonard
James Poole, sen. Commissioners.
Thomas Gordy, &
Saml. Gordy.
Worcester county, Jan. 8, 1827.

Sale of Land for Cash.

To be sold for CASH, at Public Sale, on Saturday the third day of March next,

TWO TRACTS OF LAND lying on Severn River, five miles from the city of Annapolis, and contiguous to each other. The one called Fradburn and the other Anglin's Discovery, the two tracts contain three hundred and twenty acres or thereabout. John Camden, who lives on the land, will show it to any person inclined to purchase. The sale to be at Mr. Hunter's Hotel. Mr. Richard J. Crabb will attend the sale, and is authorized to receive the cash, and will receive in payment good negotiable Notes, with two indorsers, payable and discountable at the Farmers Bank of Maryland. The sale to commence at seven o'clock.
Jan 18 Jeremiah T. Chase.

December Term.

Anne Arundel County, Orphans Court, January 8th, 1827.
Ordered, That Thomas J. Hall, Esq. administrator of Jesse Leitch, late of Anne Arundel county, deceased, give notice, by advertisements to be inserted in the Maryland Gazette and Baltimore Gazette, once in each of six successive weeks, to the legal representatives of the said Jesse Leitch, that distribution of the estate will be made under the court's direction on the second Tuesday in April next. In testimony that the foregoing is a true copy taken from the proceedings of the orphans court, I hereto set my hand and affix the seal of my office, this 8th day of January, eighteen hundred & twenty-seven.

Thos. H. Hall, Reg. Wills
A. A. County.

DECISIONS

OF THE
Court of Appeals of Maryland.
PUBLISHED
By Subscription.
THE DECISIONS
OF THE
COURT OF APPEALS OF
MARYLAND.

To be Reported by Thomas Harris Esquire, Clerk of the Court of Appeals, and Reverdy Johnson, Esquire, Attorney at Law.
These Decisions will form a continuation of the first volume of Reports already published by Messrs. Harris and Johnson, which closes with the year 1805. It is proposed to publish the Decisions in a Series of Numbers, each to contain not less than one hundred and twenty five pages, and four numbers to constitute a volume. The last number of each volume will contain a full and complete Index. This mode of publication, it is conceived, possesses advantages which give it a decided preference to that of publishing the Reports in bulky volumes. It ensures the earlier publication of the Reports, and is not more than four numbers will be published in a year, the expense will not be so appreciably felt.

The price of each number of the Reports will be \$1.25, payable on delivery.
Subscriptions to the above work are received at GEO. SHEAR'S Store, the Maryland Gazette Office, and the respective Clerks of the County Clerks of this State.