

Mr. Jefferson's British Debts.

We deem the following, so highly honorable to Mr. Jefferson, as worthy a place in the American at this period, and recommend it to the attention of the friends of that great and good man.

ACCOUNT OF MR. JEFFERSON'S BRITISH DEBTS.

It is the fate of every man whose virtue and talents have elevated him in society, to excite the envy and hatred of many; among persons thus disposed, some are imperceptibly carried into error, others are designedly criminal.

The evils of society which we permit to remain, without our utmost exertions to remove, may answer well enough with people who are negatively good, or who believe that virtue consists in abstaining from evil; I think differently; and thinking as I do, will never permit the people to be duped by false accusations levelled against their most meritorious and deserving servants.

For some time past, a great clamour has been made through the United States, respecting debts due from Mr. Jefferson to British Merchants; I have taken some trouble to inform myself upon this subject, I confess, that although I did not believe the charge to be correct, as to the idea which I was intended to convey of that gentleman's honor; I had no conception, that his enemies would be driven to attack him upon a subject, which if fairly examined, would add so considerably to the lustre of his character.

In the year 1774, before a shilling of paper money had been issued, Mr. Jefferson sold about five thousand acres of land in Cumberland and Bradford counties to pay his proportion of a debt due from the estate of Mr. Wayles to Farrel and Jones. He offered the bonds to their agent immediately, who refused to take them. The money was paid to Mrs. Jefferson in 1779 and 1780, and he carried it to the treasury of Virginia, as the laws pressed on him to do, who owed money to British subjects; declaring that the public would pay it over, dollar for dollar.

The next debt in succession, was one due to Kippen and company, for whom, Mr. Lyle of Manchester was agent. I called upon the gentleman for information respecting Mr. Jefferson's conduct in the settlement of this claim, who assured me that it was strictly honorable.

Concerning the war interest; I think the annexed letter from Mr. Jefferson, will be quite satisfactory. But exclusive of this particular situation, and the losses which he sustained, probably from his conspicuous services during the revolutionary contest; I know of not a solitary instance in which the eight years interest has been paid or objected to by the defendant's counsel; and I fancy it was the opinion of the federal judges assembled in Philadelphia, that the war interest ought to be deducted, if a special reason for avoiding it could be assigned; and surely, no reason could be assigned which more forcibly propriety, than that the British themselves had destroyed the means. But to my mind, there is the best evidence of the equity of withholding the eight years interest; the juries

have uniformly deducted it, although the counsel for the plaintiff has often assigned peculiar and strong reasons, springing from the manner in which the debt originated, why it should be allowed. The following letter from Mr. Jefferson while in Paris, is now submitted to the public. It was not procured from him but having been produced in court by Jones's agent in other cases, was by the counsel of that agent candidly and honorably read in court, as an act of justice to Mr. Jefferson, got thus into the press, and has since been used by the advocates for the payment of British debts, and by them very much complimented.

PARIS, January 5, 1787.

SIR, WHEN I had the pleasure of seeing you in London, I mentioned to you that the affairs of Mr. Wayles's estate, were left to be ultimately settled by Mr. Eppes, the only acting executor; that I have left in his hands also, and in those of a Mr. Lewis, the part of Mr. Wayles's estate which came to me, together with my own; that they were first to clear off some debts which had been necessarily contracted during the war, and would after that apply the whole profits to the payment of my part of Mr. Wayles's debt to you, and to a debt of mine to Kippen and Company of Glasgow.

The first question which arises, is, as to the article of interest. For all the time preceding the war, and all subsequent to it, I think it reasonable that interest should be paid; but equally unreasonable during the war. Interest is a compensation for the use of money. Your money in my hands, is in the form of lands and negroes. From those during the war, no use, no profits, could be derived. Tobacco is the article they produce; that only can be turned into money at a foreign market.

The consequence was, that tobacco worth from 20 to 30 shillings the hundred, sold generally in Virginia, during the war, for five shillings—this price it is known will not maintain the labourer and pay his taxes. There was no surplus of profit then to pay an interest. In the mean while we stood insurers of the lives of the labourers, and of the ultimate issue of the war. He who attempted during the war to remit either his principal or interest, must have expected to remit three times, to make one payment; because it is supposed, that two out of three parts of the shipmen's were taken. It was not possible then for the debtor, to derive any profit from the money which might enable him to pay an interest, nor yet to get rid of the principal by remitting it to his creditor.

With respect to creditors in Great Britain, they turned their attention to privateering, and arming the vessels they had before employed in trading with us; they captured on the seas, not only the produce of the farms of their debtors, but those of the whole state. They thus paid themselves by capture more than their annual interest; and we lost more. Some merchants indeed did not engage in privateering; these lost their interest, but we did not gain it; it fell into the hands of their countrymen. I cannot therefore be demanded of us. As between these merchants and their debtors, it is the case where, a loss being incurred, each party may justifiably endeavor to shift it from himself; each has an equal right to avoid it; one party can never expect the other, to yield a thing, to which he has as good a right as the demander; we even think, he has a better right than the demander in the present instance. This loss has been occasioned by the fault of the nation which was creditor. Our right to avoid it then stands on less exceptionable ground than theirs. But it will be said, that each party thought the other the aggressor—in these disputes, there is but one umpire, and that has decided the question, where the world in general thought the right lay.

Besides these reasons in favor of the general mass of debtors, I have some peculiar to my own case. In the year 1776, before a shilling of paper money was issued I sold lands to the amount of £4,200, in order to pay these two debts. I offered the bonds of the purchasers

We add from unquestionable authority, that soon after Mr. Jefferson's return from France, arrangements were made with the agent of Farrel and Jones, and a deposit placed in his hands, to the amount of the claim against Mr. Jefferson.

to your agent, Mr. Evans, if he would acquit me, and accept of the purchasers as debtors, in my place. They were as sure as myself, had he done it; these debts being turned over to you, would have been saved to you by the treaty of peace. But he declined it. Great sums of paper money were afterwards issued; this depreciated, and payment was made me in this money, when it was but a shadow. Our laws do not entitle their own fellow citizens to require re-payment in these cases, though the treaty authorizes the British creditor to do it. Here then I lost the principal and interest once.—Again, Lord Cornwallis encamped ten days on an estate of mine at Elk Island, having his head quarters in my house. He burned all the tobacco houses and barns on the farm, with the produce of the former year in them; he burnt all the enclosures, and wasted the fields in which the crop of that year was growing; (it was in the month of June) he killed or carried off every living animal, cutting the throats of those which were too young for service. Of the slaves, he carried away thirty. The useless and barbarous injury he did me in that instance, was more than would have paid your debt principal and interest; Thus I lost it a second time. Still I will lay my shoulders assiduously to the payment of it a third time; in doing this, however, I think yourself will be of opinion, I am authorised in justice, to clear it of every article not demandable in strict right; of this nature I consider interest during the war.

Another question is, as to the paper money I deposited in the treasury of Virginia, towards the discharge of this debt. I before observed that I had sold lands to the amount of £ 4,200 before a shilling paper money was remitted, with a view to pay this debt. I received this money in depreciated paper. The state was then calling on those who owed money to British subjects to bring it into the treasury, engaging to pay a like sum to the creditor at the end of the war. I carried the identical money therefore to the treasury, where it was applied, as all the money of the same description was, to the support of the war. Subsequent events have been such, that the state cannot, and ought not to pay the same nominal sum in gold or silver, which they received in paper, nor is it certain what they will do. My intention being, and having always been, that whenever the state decides, you shall receive my part of your debt fully. I am ready to remove all difficulty arising from this deposit, to take back to myself the demand against the state, and to consider the deposit as originally made for myself, and not for you.

These two articles of interest and paper money, being thus settled, I would propose to divide the clear proceeds of the estate (in which there are from eighty to one hundred laboring slaves) between yourself, and Kippen and Company two thirds to you, and one third to them, and that the crop of this present year 1787, shall constitute the first payment. That crop you know cannot be got to the warehouse completely till May, of the next year; and I suppose that three months more, will be little enough to send it to Europe, or to sell it in Virginia, and remit the money—so that I could not safely answer for placing the proceeds in your hands, till the month of August, and annually every August afterwards, till the debt shall be paid. It will always be both my interest, and my wish, to get it to you as much sooner as possible, and probably a part of it may always be paid some months sooner. If the assigning the profits in general terms, may seem to you too vague, I am willing to fix the annual payment at a certain sum. But that I may not fall short of my engagement, I shall name it somewhat less than I suppose may be counted on. I shall fix your part at four hundred pounds sterling annually, and as you know our crops of tobacco to be uncertain, I should reserve a right, if they fall short one year, to make it up the ensuing one, without being supposed to have failed in my engagements—but every other year at least all arrears shall be fully paid up.

My part of this debt of Mr. Wayles's estate being one third I should require that in proportion as I pay my third, I shall stand discharged as to the other two thirds, so that the payment of every hundred pounds, shall discharge me as to three hundred of the undivided debt. The other gentlemen have equal means of paying, equal desires, and more skill in affairs. Their parts of the debt therefore, are at least as sure as mine, and my great object is, in case of any accident to myself, not to leave my family involved with any matters whatever.

I do not know what the balance of this debt is; the last account current I saw, was before the war, making the whole balance, principal and interest, somewhat about nine thousand pounds, and after this, there were upwards of four hundred hogheads of tobacco, and some payments in money, to be credited.—However, this settlement can admit of no difficulty; and in the mean time, the payments may proceed without affecting the right of either party, to have a just settlement.

Upon the whole then, I propose, that on your part, you relinquish the claim to interest during the war, say from the commencement of hostilities, April 19, 1775, to their cessation April 19, 1783, being exactly eight years; and that in proportion as I pay my third, I shall be

acquitted to the other two thirds. On my part, I take on myself the loss of the paper money deposited in the treasury. I agree to pay interest previous, and subsequent to the war, and oblige myself to remit to you for that and the principal, four hundred pounds annually, till my third of the whole debt shall be fully paid; and I will begin these payments in August, of the next year. If you think proper to accede to these propositions, be so good as to say so, at the foot of a copy of this letter. On my receipt of that I will send you an acknowledgment of it, which shall render this present letter obligatory on me, in which case, you may count on my faithful execution of this undertaking.

I have the honor to be, With great respect, Sir, Your most obedient, And most humble servant, THOMAS JEFFERSON.

It will be observed, that the preceding letter is dated at Paris in 1787, Mr. Jones, to whom it is addressed, awaited Mr. Jefferson's return to America, and authorized his agent to settle with him there. Immediately after his arrival in Virginia, in the fall of 1789, he procured a meeting with the agent, and the gentlemen interested, and an amicable settlement was made in writing on the principles of the letter.—Mr. Jefferson immediately sold property again to the whole amount of the debt, and in the course of the first and second years delivered over the obligations received for it to the agent, who took on himself the collection of the money, so that now it is seven or eight years since he has paid up this debt. From the foregoing facts it appears that Mr. Jefferson, before the present government existed, before he could have known that it was thought of, and at a time when there was no power to compel him to payment on account of Mr. Wayles's debts to British merchants, make a voluntary offer of settlement, on the most favorable terms which they have obtained under the judicial system of the United States.

The claim under the payment into the treasury of Virginia, was so well founded, that it received the sanction of a circuit court there, although that decision was afterwards reversed by the supreme court.—Every body who attended on the court, well recollect the impressive argument of Mr. Marshall, (since in congress) in support of the decision of the circuit court, and it will ever remain a doubt whether it ought not to have been affirmed. It is highly honorable to Mr. Jefferson, to have waved a legal defence, which was complete at the time (as the courts of Virginia were sovereign) so specious in its general merits, and as it respected himself, rendered perfectly just by the sacrifice of as much property as was sufficient to pay the debt. It is enough to say that no British creditor, even where payment could not be alleged, has ever obtained more from the federal courts than Mr. Jefferson voluntarily paid.—There was another claim made by the agent of the same house of Farrel & Jones against the executors of Mr. Wayles and brother a cargo of about £4000 in value, to be sold on commission, on account of the consignees; Mr. Wayles assisted in the sale, but died soon after; and the whole collection survived to the other consignee, who received it, wasted it, and died a bankrupt; the agent thought he would try the chance of recovering the money from the executors of Mr. Wayles, though they had not received it: but on the hearing, eleven of the jury determined at once against their liability, but the twelfth dissenting the case was laid over to the next federal court; when a second jury concurred unanimously with the eleven of the first, gave a verdict for the executors, and agreeably to the opinions of judge Iredell, who had presided at one hearing, and of judge Patterson at the other; Gen. Marshall and judge Washington, then of the bar, were the council for the executors. Palpably unfounded as this claim was, the trumpet of calumny swelled it, when it suited a particular purpose, from one-third of 4,000 to 40,000, and from a groundless claim, to an unquestionable debt which was to swallow up Mr. Jefferson's fortune!

PROVIDENCE, (N. I.) October 11.

A severe storm commenced on the morning of Tuesday last, attended with thunder and lightning, and at intervals, with very heavy rain. Towards night, the wind, varying to different points, from N. E. to S. E. increased with great fury, and in the course of the night, this town experienced the heaviest gale within the recollection of any of its inhabitants. Several vessels were driven from their moorings to the shore, among which were the ships Patterson and Susan. Several barns and other buildings in the town, and its vicinity, were considerably injured; some, we understand, were destroyed. A number of chimneys were blown down, and many trees felled, &c. were destroyed. It is thought that the shipping on the coast have suffered severely.

Thorndick Chase

Has imported from London and Liverpool, No. 4, 5, 6 and 7. Bridport CANVAS. Darning, assorted selve and sewing Twine. A few boxes of Blue Plains White Lead in Oil. Which he offers for sale on moderate terms, at No. 39, Thacker-street, Fell's Point. October 4.

Jamer Biscoe, No. 3, Calcey street. HAS received by the ships Fame, and Sally from Liverpool, the greater part of his FALL ASSORTMENT of Hardware, &c. And daily expects the remainder by the first arrivals from Liverpool and Bristol. Oct. 17

For Sale, On board the schooner Sally, Capt. Brayton, at Bowyer's wharf. Whale and Spermaceti OIL. Spermaceti CANDLES. Codfish and Mackerel. October 18

Irish Linens. Just arrived per Ship Sally, via Liverpool, 19 boxes real Colerains, And for sale by RUGH THOMPSON. October 15

Geo. C. Muller, Two doors below the Custom House. HAS imported in the brig Fame, captain Schlichting, and brig Teepied, captain Mandels, from Varel. 54 packages German Linen, Consisting of Cress a la Moulain, Brown & white hemps, Dowlass, Brown Rolls, Plattias, Baga, &c. Also on hand, of former importations, Hollow Glass, assorted; Holland Gin, 4th proof; Beltricken, Table Cloths, White Lead, &c. which he offers for sale, on reasonable terms, or in Barter for Coffee. October 18

Removal. L. D. DUGGDRAY. HAS the honor of informing his friends and the public in general, that he has removed to Water-street, in that large and commodious house, next to the late custom house, and opposite Mr. Solomon's office, where in future, his Dancing Academy will be open Tuesday, Thursday and Saturday in every week. * * * The nights on which his dancing balls as well as those of his assemblies will be held, shall be in a few days, fixed upon. For further particulars apply as above. October 16

Removal. I. BASSATT, Dentist. HAS removed from Gay street, No. 25, to No. 24, South-street, where he still continues to clean, file, plumb and regulate Teeth in the most approved manner. He also makes and sets artificial and natural Teeth. * * * BLEEDING, as usual. October 6

M. Tiernan and co. 252, BALTIMORE-STREET. Have received by the Fame from Liverpool, FLANNELS, C.atings, Cloths, Halfhicks and Kendall Cottons, which will be sold on the usual low terms. Also, Blue Plains Pulicat Handkfs. Entitled to drawback. Madras do. October 5

J. Eichelberger & Co. At the north east corner of Market & Howard-sts. Have received by the late arrivals from London, Liverpool & Hull, an extensive assortment of 7-8 and 9-8 calicoes and men's and Women's chintzes Woodstock & Leaver gloves 9-8 and 6-4 jaconet and cambrick muslins Nuns, colored and Osnaburg thred. ad Bonbaceons, bombazets, wildbores, mozzars, calimancoes & durans Superfine and second cloths, cassimeres & cratings Flannels and demetrs Cold-ester and bocking baizes men's women's and children's fine and coarse hats in small cases. They have also, modes, pelongs, saracets, florentines, silk shawls, sewing silks, ribbons, swansdowns, manchester, &c. and daily expect further supplies by the Fame from Liverpool, and the Eliza from London. November 19

Notice. THE subscribers having this day entered into partnership, the business in future will be carried on under the firm of Schultz & Vogler. JOHN E. SCHULZ, RUDOLPH VOGTLER

Who have imported in the brig Perseverance, capt. Wm. Seleck, from Varel, and offer for sale on reasonable terms, at their store, corner of Commerce and Pratt-streets, the following GOODS: T.cklenburgs } assorted. Orsnaburghs } Blackfield Linen Brestagnes Breuans Estoppiles Unies Cress a la Moulain Dowlass, in 1-1 and 1/2 pieces Brown-Holland Lintadoes Checks, No. 2, and Checks and Stripes. September 24

Payson and Smith HAVE FOR SALE, 100 pipes gin, imported in the ship Friend-ship, capt. Sherman, from Amsterdam 6 hds. clayed sugar, entitled to drawback 40 do New Orleans and Trinidad do. 26 do molasses 75 do and 50 barrels New England rum 30, 4th proof Cogniac brandy 10 do Sicily wine 20 chests imperial 10 half and 10 qr. chests do. 50 chests hyson 20 do. young hyson 70 do. hyson skin 6 bales liquorice root 9 casks spermaceti oil 100 boxes mould candles 300 barrels No. 1 and 2 Boston beef 100 do New York prime do 100 do do do pork 100 quarter casks thery wine White and brown soap, dipped candles, Calcutta sugar in bags, pimento, pepper, &c. October 8