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THURSDAY, FEBRUARY 19, 1807.

BEAUMARCHAIS' CLAIM.

The fell-wing is the document alluded to by Gen. Turrau in his letter to Mr. Marison, Becretary of State for the United States, wherein he makes known the light in which the French government view the said claim. The document, with Turrau's letter (published in the American of Tuesday his) was referred to Congress by the President on the 6th inst.

(TRANSLATION.)

CLIIM of Mr. Beaumarchuis, to a million against the United States, as payment for supplies
which be formulad teem.

CBJLCIIINS OF THE TREASURY OF

THE UNITED STATES. " Ir was afte war is discovered that only two millions out of the three granted as a gratiuitous gift, before the treaty of February, 1778, had been thus received by the United States; and to an application made to Count de Vergennes in 2785, for the purpose of ascertaining when, and to whom, the other million had been paid, an anywer was returned that the faid million was paid on the toth day of due, 1776; but a copy of the receipt was resused, and the minister did not think proper to disclose the name of the perfin, who had 'eccived the money. On a fublequent application made to the French government, the minister of foreign relations gave it as the result of frie inquiries that M. de Beaumarchais was the perfon to whom the said miltion had been advanced, and accordingly furnished. the minissei ni the United States with a coprof M. de Beaumarchais' receipt for the sum. " No donbe remains, that the attvance of one million, made by the French government, on the roth june, 1776, for the ule of the United graves, and the payment of one million, on the fame eay, by ord roll the minister of foreign affairs to M. Deanmarchais, were but one and the

Before anfluer ng the objections of the treasury of the United States, it is as importance contestly to thate the qualtion which forms the subject of the present claim, because by this means all suppositions foreign to it will be avoided.

ia ne traufaction."

Did Mr. Beaumaichais receive from the government of France o million on account of his fupplies to the United States? This is the queltion.

The identity of the date given by M. de Vergennes, and of the recept of M. de Beaumarcheis, communicated by A. Buchot, has until now been the caule of a deby of judice on the part of the treatury of the United States, to the Leirs of Mr. de Beaumarchais, and of the pre-udices which the treatury has conceived against his claim.

In and Besumarchais, we are to acreeive and recognife two characters; one, the secret arent of the French gov amount; and the ther a furnisher of furnities to a U. States.

As legre agent of the god ennment of France, he receives a mission on the tota june, 1,75. In the faire year . de Vergennes, who had cauted it to be given him, and who had in noted mon lim the obligation of rendering an account to himfelf sor it, presented that account to the bing, who a proved of it and gave a discharge to Mr. de Leaumarchars. If M. Buchet, in communicating this receipt, had intimated at the farie time, that in the fame file, and annexed to the nation itleif, were the account rendered to the king, and the approbation in the margin signed by the king himtelf, certainly the treasury would not have pretended a right to charge to the account of Opphies by i.r. de Beautra schair a million for which he had accounted, and imm which ir had been difchange at Si the arringing which had given it to him. is a inimitter of tipplies to the U.S. he did n tiec-ive the isoliminam, & consequently he is & cicilior and will remain a creditor of the U.S. for this fum, un il it is paid to him. Among the nine millions given as a tree gift by the king, three were ila ed by the convention of 1703, as having been beibre 1778. Of their three the Unitell States ball the pie of only two; and it is of that which is wan in, they require an account from Mr. ue heaun archais. Although the ripe millions in queltion have

been formerly actional dged to have been received by the convention of 15th February, 1783, figured by the American commissioners and ratified by congress, and dishought his public actual charges Mr. de beaumarchais from all accountability; nevertheless the government of France, in order to fulfil the claim, of judice, as well as the defire of the United States to know what has become of this million, causes its minister plenipstentiary to decare:

remained a Branger to all the mercantile trail.

adions of Mr. 42 Beaucarchais, with the United States.

2d. That the million given on the 10th June, 1776, to the faid Sigur the Heattmarchais was for a fecter perioded fervice, of which the king re-

served to himiest the knowledge.

3d. That the secount of the employment of faid mill on was presented at the close of 1776 to the kines and approved by him.

so the king, and approved by him.

Ath. That Mr. de Beaumarcheis has been difcharged from leby his majelty himself.

5th. And failly, that the said million was not

This declaration confirms those which have been made on theres occasions by M. de Vergemes and M. Gerard, as well to the Amelican miniters in France as to congress, that the French government has remained a tranger to the measurable operations of M. de Beaumarchais, and that he became a election to the Maried States, at the tame time that he became

a debuter of the sting for the articles which he

Bat Dermitton is rake from his arfenals, and

which became his tour property.

But de Vergennes, in ordering a refusal to tell whom the taid million was given, and in earlier it to be necessed in 1780, that it was is convenient to tell, proves equally that it was a leaser, and that the taid million was not given on account of the fullifier of M, de Heave marchaid Poir to supporte the contrary, would be so which that the militer without million more to be paid by the United States to M de Desam rehalf than was due to him. This oping it would shock whom lover thus was acquainted with the probit of Mr. de Vergennes.

to it is now in proof cheethe mostry was advenced

for fecret services of a political nature. That argument could not by the officers of the treasury, be taken into consideration, because they were bound to require positive proof of the application of the money in order to credit Mi Braumarchais for the expenditure."

ANSWER. When the treasury debited the account of M. de Beaumarchais with the said million, it had not the declaration of the government of France, that the faid million had Leen employed in a pulitical secret service, and had not been given on account of supplies. Now this circumftance is known, it may balance the account. It can be no more disputed, that the king, who gare the 9 millions had the power of employing one of them towards the views and to the advantage of the cause which he supported, than his minissers can be required to disclose the object of the service in which it was employed; because it is a secret which they ought to keep, and which M. de Vergennes declared it inconvenient to communicate even ten years after-

The Secretary of the Treasury is so well persuaded of it, that he says in his report, it must be observed, that the declaration of the French sovernment should be taken in its streetly literal

After an opinion thus expressed, and which manifelts the respect and attention we owe to the declarations of a government it is justly believed that he would not have hestared to strike the balance of Mr. de Beaumarchais's account, without comprizing in it the said million, if he had not found humself found by the premature opinion of his predecessers, and by the limitation of his powers.

OBJECTION.

"Nor would it be extraordinary that advances made in 1776, in order to enable an individual to furnish warlike supplies to the United States should have been considered by the French government as an expence for a secret political service."

ANSWER.

Did the government of France keep it as a fecret from the United States, that it had given permission to M. Beaumarchais to obtain cannon, musices, &c. from the magazines of the king? No.

Why, therefore, would it have made a secret of this million, if it had been given for the same articles?

Can it be supposed that she king gave a million to pay himself?

It will not be disputed, that at the epoch of the treaty of 1778, which united the two powers, there remained no longer any secret about M. de Peaumarchais having before this time turnished cannon, muskets, &c. taken from the magazines of the king. The arms of France engraved upon these pieces, published the secret.

The convention of 1783, openly avowed, that three millions, gratuitoutly given by the king, had been given before the treaty of 1778.

Thus the defination of the million given on

Thus the defination of the million given on the 10th of June, 1776, must be looked upon as very extraordinary, and as a fecret, and it cannot, with justice, be debited to M. de Beau-parchais, on account of his supplies.

OBJECTION.

"It is further objected, that M. de Deanmarchais, having fairly accounted to his own government, and to their latisfaction, for the application of that million, muit be confidered as discharged from any accountability to the United States."

ANSWER.

Is it correct to fay, that an accountability is not due to a third party not named in the deed or obligation?

It this principle cannot be brought into dou! It de Leaumarchais, or rather the government of Irance fays, M. de Leaumarchais has received from me a million, for which he is to account to me; he has rendered this account to me, I have approved it, and I have given him a ditcharge.

The transcript of this receipt will demonstrate to conviction, the truth as well as the justice of what has been advanced.

Lopy of the Receipt.

"I have received from Mr. on Vergier, agreeable to the orders which have been given to him by the count de Vergennes, on the 5th current, the lum of a million, of which I will render an account to my taid heur de Vergennes.

At Paris the 10th June, 1776.

(Signed)

CARON DE BEAUMARCHAIS."

Trom whem did Mr. de beaumarchais receive a million, according to this receipt?

Vergier.

To whem did his own receipt, and the will of

To whem did his own receipt, and the will of him who gave hun the million, impole upon him the obligation of accounting?

To Mr. de Vergennes.

Il ho received this account? M. de Vergennes.

Who as proved of the account, and gave M. de Beaumarchais a discharge? The king himself, who gave the said million,

and who ordered the destination of it.

The caudi or and the judice of the secretary of the treasur, equally oppose, after this exposition of the said receipt, the demand of an account of the said million from M. de Beaumarchais, for if even the account had not been rendered to the government of France, no power, no person (unless he was delegated to its rights by a special power) could demand it; for M.

de Beaumarchais, by his billet, is made a debtor of the government of France; and if it had been otherwise, he might as well have been the debtor of a sy other power, or of any other person as af the U.S.

If M. de Beaumarchais were paid by the U.S does the secretary of the treasury think, that, possessed of his original receipt, he could prosecute him before any court of justice and hope

to recover the amount contained in the said receipt?

If his opinion should be in the affirmative, what risk would the United States run in paying the Leauniarchaus family; because they would be certain of recovering what they

To flart a doubt, and yet draw from this doubt a conclusion in your tayour, is contrary to justice, and by removing the doubt, we remove

M. de Leaumarchais by his obligation is accountable only to the government of France.
The above observations prove at to a demonstra-

OBJECTION.

It is evident that if he was rightfully charged by the U.S. for that sum, it is to them and not to the French government that he is accountable. The selemn declaration that the million was a gratuitous gift to the U.S. seems inconsistent with that supposition that it was applied as an aid and subsidy but given without their knowledge to an individual responsible for its application, such to the generalment who had received, but so that who gave the subside."

ANSWER.

He has rendered this account. The king has approved it, and he has been discharged from it. The million was given for a political secret service. Why would not the Secretary of the accounty which to look spon the neglination

Riven by the King, to that one of the nine faillions which is miling, a un aid and subjuly, because this delination, (which is a recret and
will always remain one) can have no other ofjed than to favour the views and to atture advintages to the U.S. and may be denominated
aid and subside.

The present government of France has made all possible research, in order to enlighten its equity and its justice in an abair which interests a family, whose head employed all the fortune which he ought to have left it, to the support of the American cause, and it is after the most intimate conviction, that this sum is due to M. de Beaumarchais, that it has charged its minister plenipotentiary to declare anew, that the million given on the 10th June, 1806, to M. de Beaumarchais, was employed in a sceret service, that an account of it has been rendered to the king, and approved by him, and that it was not given on account of supplies furnished by the said Beaumarchais to the U.S.

(Signed)
Washington, Jan. 14, 1807.
Faithfully translated.

JACOB WAGNER, Chief Clerk Dep. State.

FOREIGN AFFAIRS

His Prussan majesty has refused to ratify an armistice signed by his minister Lucchesian and general Zastrow. We know not of any circumstances of disaster and minfortune that could justify a monarch in subscribing to the terms it contained—he could go but one step fur her in disgrace, and sign the sentence of his deposition and dethronement.

In consequence of the king of Prudia's rebuild to ratify the armistice, Bonaparte left Berlin for Poland on the 25th ult.

Glogau has been bembarded for near three weeks by the Bavarians under Jerome Binaparte without effect.

A Hamburg vessel coming from lierdeaux with wines has been ordered to Tonningen by the Eritish frigate lying at the mouth of the Elector of The torplus of the treature of the Elector of Hesse Cassel, has, by the direction of a traiterous spy, been discovered by the French, in a subtervaneous vault at Wilhelmitic. It is valued at 18,000,000 dollars, exclusive of gold and silver table and tea service.

Napoleon-has refused to grant a borial to the remains of his most serene highness the Duke of Brunswick. The corpte has, therefore, been deposited in the church of Ottonian, a village adjoining Altona. The British property belonging to Hamburg merchants, and purchased by them, will, it is said, be respected.

A great number of the French privateers are cruifing in the channel, chicky long luggers, which fail very fast, and annoy our trade very much.

PLYMOUTH, December 25. By the master of the French lugger, with wine and brandy, captured by L'Impérieute, 31 guns, Captain Lord Cochrane is leaint, that he tailed in company with zee brigs, sloops and challe marees, with wines and brandy, and stores for the fleet at Brest, &c under convoy of a guabrig, about twelve days fince, and that during their passage the convoy experienced such heavy gales of wind as eliectually to disperse the whole -and that he faw 40 fail of floops and a chaffe marece founder and go albore on the rocks, out of which there was only one man faved, whom he picked up quite exhausted; and that he had never foen such a terrible storm during the 30 years be had been to fea.

General Kaminsky, well known by his campaign against the Persians, has declined accepting the command of the Russian army, which has been offered him.

TRIESTE, Nov. 7.

The English have taken the batteries which the I reach have abandoned in Istria, they have carried away the brass cannons, and thrown the iron ones into the sea.

Six Raffau friests beautiful.

Six Russian frigates have landed 10,000 troops in the island of Macarsca, in Dalmatia, and to closely blockade general Lauriston, with 5000 men in Ragula, that he is cut off from all communication.

The English have bombarded Venice for two days, because the viceroy of Italy who is in that city, has jent out several armed vessels in pursuit of the British ships.

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THURSDAY, FEBRUARY 19, 1807.

Copy of a Letter from Richard Willis, an impressed American Seaman, to the Collector of the Port of Baltimore, dated

On board his Majesty's ship Pompee,
Palermo, (Island of Sicely,)
October 19th, 1806.

SIR,

The situation that I am in at present, requires a little of your affistance. I was presed on the 13th of August, 1804, on board the Vanguard and having been call away just before, I tost every thing that I had - and Captain Frederick Travis at that time had my protection in his chell; so that I had nothing to certify that I was an Américan born ;-and I have been detained here fince. I shall be very much obliged to you to overhaul, your books, and you will and that I am envolled there; that I am 31 years of age next July, and was noted in my protec. tion as having four tears on the left ancle, black hair and eyes, and dark complexion: And to make you better acquainted, I served my time with James Piper, who died in Baltimore about three years since. But, I have two cousins shipi-carpenters, on Fell's Point, who can certify omy birth. There are about fifteen or twenty of us here : and the Conful has persuaded us to stifte to our different homes, and alk the Col. lectors to be to good as to let him know if we ever bad protections; and if we had, he will cleár us.

There is a man here, Elijan Annatarnous of name, born at Havre-de-Cirace, who fays he had received a protection at Baltimore; and defires you will be so kind as to do him the same favor, and send it out to the Consul. If we are not here, he will sorward the vouchers to

We have never entened; and never mean to mean, if the war should last twenty years.

Your humble Servant,

N. B. My cousins are named Willie likewise.

Custom-House, Baltimore, Feb. 18, 1807.

It will be necessary that the relations of Rickard Willie and Elijab Admittong, thould produce to the Collector proofs of their citizenship, which must include, as nearly as possible, a particular description of their persons.

Arrived at this port on Tuesday night last, the schooler Thatcher, Ezra Hawes, master, in 25 days from New-Orleans; in which came pattengers Gen. Adair, of Kentucky, and P. R. Osden, of New-Jersey, state-prisoners, under the care f Lient. Luckett, a corporal, and three private. These pattengers, &c. were put a more at Fort M'Henry.

At the failing of the Thatcher rumors respecting eclonel Eurr, still prevailed at New-Orleans; the forts had been repaired and the city new picquetted. Some kerches and guntants had been dispatched up the Missimppi is far as Baton-Rouge, there to wait the accent of the western flotilla.

Whave received by the arrival of the schooner Thatcher "The Louisians Gazzett." of the 30th December. I is filled with I I ward Livingston's desence, already published; and contains nothing of any importance.

At a meeting of the committees appointed by the several Fire Companies of this cary convered agreeably to public no ice previously given at the Fountain-Inn, on Monday evening, th isch instant, Mr. Tormes S. Sbespeird was eil led to the chair, and Mr. J. L. Wampier appointed Secretary; it was represented that at a previous meeting a sub-committee led been appointed to draught an address and a memorial to the Mayor and City Council praying for aid from their body to affist the several Companies. in their laudable undertakings, when Mr. J Burneston, from that sub-committee, presented an address and memorial to that chect, which. after sonie amendment, was unanimoutly adepted. The same was signed by the committees, according to seniority, and delivered into the charge of the chairman, to be hanced to the Mayor and City Council.

We are informed, that the Supreme Court of the United States now sitting at Washington, have decided the same point which occurred in the case Durth v. Gastiffe, determined by the Supreme Court of this State in the same manner, viz. "that the insured has a right to abandon when he receives information that the property insured has been captured and libelled, and may recover for a total loss." This decision of the highest court of Judicature of the United States settles the point: and we learn, the court have laid down the Law of Insurance in strong and plain tern:s; we hope to be favoured ere long with their opinion.

Phil. f.ap.

The most interesting concern before the puplic is the Decree of the French Emperor respecting the blockade of England. In no age has more time been spent, than in the present, to define the rights of commerce.—But this decree puts all the labours of past ages at defiance-Without ships, a blockade commences upon every thing belonging to a nation, and no present bounds are fixed to the rapacity of depredators on the commerce of the world. It is a melancholy reflection, that too many innovations have prepared for this last decisive stroke upon all past laws, and the only hope which is left is, that from this sad crisis will arise that more enlightened state of commerce which will deliver i free into the hands of industry, enterprise, and the domestic regulation of each nation. That as we are free from the sad doctrine of the dominion of the sea, which once prevailed, [so we shall be free from conflicting claims which involve the most peaceful nations in all the horrors of war, or in all the sufferings which the depredations of contending nations may inflict.

Salem Register.

A letter from the American Consul at Nantz, dated 20th of December, states that he had received accounts from Paris that remittances would be permitted to go from the continent to England through the ports of Rotterdam and Lisbon, and that it was highly probable that the intercourse through Nantz would not be obstructed.

[New-York paper.]

Extract of a letter from a gentleman in Baltimore to bis correspondent in Philadelphia.

"I hope it will turn out that your offices are unnecessarily alarmed at the imperial decree. I have just seen a letter from a respectable gentle man in Bordeaux to his uncle here, of a late date, wherein he says, they have just received information from England, that they have in consequence of that please issued orders to their cruizers to respect the American slag and propersy.

Extract of a letter from London, dated November 5th, 1806.
"What effect the disasters on the continent may have on this country 1 know not—we appear here in a state of arthur a state of arthur and another may

may have on this country I know not—we appear here in a state of extreme apathy, not troping any good or apprehending any etil—Our tunds support their price and I was of opinion will not alter one per cent shey cannot fall

much; for the coimiry is follof money and no other employment but the runds for it."

Lieurenant-General Simon Fraser, is appointed Commander of the British forces in Nova-Seotia.

Accounts from Hamburg, favs the Boston Gazette, state, that innumerable bank upicies bad taken place shere.

PHILADELPHIA, Jan. 17.

It is stated from Hamburgh under date of the 17th of December, that the Deputation from that city to the emperor Napoleon had been favourably received, and an assurance given that the property in their Bank would be held inviolate—The severity of the French measures at Hamburgh had greatly relaxed.

On Sunday night the house of Doctor Moore. No. 38, Sausom-street, was forci bly entered by some daring villains, who stole therefrom a number of valuable articles; and, during the same night, an attempt was made to set fire to the Awelling house of Mr. Charles J. Wisher, No. 107, Walnut. street. As the back and of the lots of Dr. Moore and Mr. Wister are separated only by a narrow liey, it is probable that both crimes were perpetrated by the same gang.

LAW CASE.

It collowing opinions delivered by the Judges of the Supreme Court of this tate, at an adjourned Court held 17th Ja many, 1807, are of importance to all concerned in the purchase and sale of real estate. The cause was ably argument at December t run last by Messrs.

J. Geregant and Lewis for the plaintiff and Messrs. J. R. McKean, and Inspection of the defendant.

Low Bridge.

J'h: Fromberger's Ex'rs.

This case comes before the court upon a point submitted to them by the jury who tried the cause. Fromberger sold to Bender about 2 acres of land in the North rule of ouverance, dated September 1797, covenanted that he was lawfully seized of a good, sare and ind feasible estate of inheritance in fee a mple in the said la d, and had good right, full power and authority in his own right, to grant and convey the same to Bender in fee simple."

Court of the U. S.

Bender, then brought the present action of covenant and the jury found a verdict in his favor for \$6232 50-100—but if the court should be of opinion, that he was not entitled to recover the value of the improvements made by him, after he purchased of the defendant, then they find damages only to the amount \$2979 14-100—(the purchase money and interest from the time of the eviction.)

The question submitted to us by the jury, has never been decided in the court.

It is of importance and has been well argued.

It may be taken for granted, that on a strict warranty, where the remady for the party who loses the lands, is either by voucher or writ of warrantia chartz, the recovery is according to the value of the land at the time the windrity gwis couted. This is conceded by the plaintiff's counsel and very properly, for many authorities were cited directly to the point. But this kind of warranty, which is a covenant real, has long ceased and has been succeeded by the convenants personal intreduced into modern convey ances .- The latter have two advantages, the remedy by action of covenant is more casy in its form, and more comprehensive in its effects, for it extends to the personal property of the warrantor in the hands of his executors; whereas the ancient recovery in value, was confined to land. I know of no case in England where it has been decided whether the resovery in an action of covenant, could be carried so far as to include damages for improvements made after the purchase; but I must suppose that Sir William Blackstone, was of opinion, that such damages could not beincluded, otherwise he ought certainly to have mentioned it, when he was comparing the ancient warranty with the modern covenants which he says have superceded them—his expressions are these; " If he covenants for his executors and administrators, his personal assets, as well as his real are pledged for the performance of the covenant, which makes such covenant a better security than any warranty, and it has therefore in modern practice totally superseded the o. ther." A general warranty, is as com. prehensive in its expressions, as any. words made use of in modern covenants. It undertakes to desend the land to the warrantee, his heirs and assigns against all persons whatever. It is in its nature a covenant real, and since the recovery on it extended no farther. than the value of the land at the time of the warranty made, the inference is very strong; that in these personal covenants which there succeeded to it, the extension shall be no greater. But the plaintiff y counsel contend, that the reason why the recovery in

value on the ancient watranty was could-

ed wike value at the tinde of he ergali.