on is, because in real petions no damages can be recovered This reason is unsound—the value at the time of the voucher might have been recovered without recovering damages : and this is very evident from some of the cases which have been cited; particularly the case of Ballet v. Ballet, where it is decided thut a warrantia chartanil there be new buildings of which the warrunty is demanded, which were not at the time of the warrenty made, the desegrant must take care to shew the special matter and enter into the warranty for so much as was at the time of, the making of the deed, otherwise the plaintiff will recover according to the value at the time of entering into the warranty. The tive reason therefore appears to be, that the intention of the parties was under-Elcodito be, that the warranty was to be limited to the value of the land at the time of executing the deed.

The plaintiff's counsel cited a case from 22 Vin. Ab. 145, pl. 5, in order to prove that in case of the implied warranty which arises on an exchange of land, the recovery in value in case of eviction, is accurding to the actual loss sustained. As this seemed to be at variance with the general principles of warranty, I have examined it since the argument of this Eause, and found that the case was not properly explained. The words of the abridgement are as follows: " If a man recovers in value upon a warranty in law on an exchange he shall have in value according to the value which he 'has lost." In support of this, the case of Bustard, 4 Coke 121, is cited. In the first—place it is to be remarked, that in the marginal note to pl. 66 in the same page of Viner it is said that the same case is reported in Cro. Elizabeth, Moore, and Yelvorton in neither of which is such point mentiened-and it is certain from my Lord Coke's report the decision must have been extrajudicial, for Bustard's case turned on a different point -- Bustard-being evicted of the land received by him in ex. change entered upon that which he had given in exchange by virtue of the implied condition incluse which is unnexed to an exchange; a re-entry was made on him in, consequence of which he brought an action of trespass, and whether he could recover in that action was the question, so that the court had nothing to do with the value of the land. But according to my Lord Coke's account of it, what they did decide concerning the value is not applicable to the point now before the court; the decision is that if A who has received three acres in exchange, is impleaded for one acre, and vouches B. from whom he received them, and then the demandant recovers the one acre, A. shall recover In value from B. but according to the loss, that is but one acre, but not a word is zaid concerning the time to which the value of this scre is to relate. And that is the only question now under consideration.

It has been contended, that the true chremant, is the loss actually sustained. But this rule is laid down too generally. In an action of covenant for non-payment of money on a bend or mortgage. no more than the principal and legal interest of the debt can be recovered, altho' the plaintiff nay have suffered to a much prester amount by the default of payment. The rule contended for by the phintiffs' counsel in its utmost latitude, applied to coverants like the present, wetile in many instances produce exces-. sive inischies. Indeed the counsel have in some measure given up this rule, by confessing that when buildings of magni. like that in question, be liable to damages ficence are erected to gratify the luxury of the wealthy, it would be unreasonable to give damages to the extent of the loss -but the tuinous consequences would not be less to many persons, who have solo lands, on which no other than useful buildings have been erected. The rise in the value of land not only in towns on the sea coast, but in the interior part of the United States, is such, that it can harrily be supposed any prudent man would undertake to answer the incalculable daniages which might overwhelm his family, under the construction contended for by the plaintiff. I have taken pains to ascertain the opinion of Lawyers in this State, prior to the Americen Revolution-and I think myself warranted in asserting from the information I have received, that the prevailing opinion among the most eminent counsel, was, that the standard of damages was the value of the land at the time of making the contract. The title of land rests as much within the knowledge of the purchaser as the seller; it depends upon writings which both parties have an equal opportunity of examining. I the seller makes use of any fraud, concealment or artifice to mislead the purchaser in examining the title, the-case is different he will then be answerable for all losses, which may ensue.

Cases have been cited from the. Civil Law; I throw them out of view, because this case want be decided only on the principles of Commun Law.

Cases have also been cited from Law Reports in the States of South Carolina and New-York. Tho they tre not anthority in this Courts yet we shall always be happy to receive information of the opinions of the learned Judges in our sister States, and always treat them with due respect. Upon the point how in question, it seems there is a difference et of inion In Boude Capolina it her been

heldsthat the Plaintiff is entitled to tecover according to the value at the time of the action. In New-York that he can orly recover according to the rulue at the time of the contract. On these cases I will only remark, that the opinions of the Judges in South Carolina having been given during the hurry of a Jirry Triel, do not appear to have been founded on such mature delikeration as those of the New-York Judges, who made their decision in the Supreme Court, sitting in Bank.

Epon the whole I am of opinion, that by the true construction of the covenants in the case before us, the Plaintiff is not entitled to recover the value of the improvements made by him after he purchased of John Fromberger, and therefore that judgment be entered for \$2979 14-100 and costs.

I am authorised to sar, that Judge Yates whose absence is occasioned by sickness, concurs in this opinion.

Opinion of Judge Smith.

The question now to be decided by this court is o great importance. I understand that it has long been discussed among the most eminent counsel in Pennsylvania, and opinions have been given by some of them, but that it never has received a judicial decision; I believe on enquiry that it never came before any court in Pennsylvania until the 24th May, 1304, when it came before the circuit court, holden for the county of Northumberland, by Judge Brackenridge and myself, in the case of Wm. Bonham vs. John Walker's adm'r .- W. said that " It is a vexatious question and it is proper that it should receive a solemn decision in Bank; we therefore propose that the measure of damages should be left to the Jury, on each of these grounds, which is done according. ly." The Jury found "a verdict for plaintiff for \$1092 17-100 damages, on the ground of the original purchase money; and on the ground of the value of the land at the time of the execution (eviction) "- \$1602 21-100.

After my return, I was induced to make diligent inquiry whether the point had ever been decided and what had been the general opinion of eminent counsel on it, and the result was that expressed by the chief justice. After a very attentive perusal of the cases on the subject; the notes of which taken by me then, and annexed to that case are now before me, they did not in my opinion, warrant me in drawing a different conclusion; but I saw difficulties whether the question was decided one way or the other, which made me anxious to hear it deliberately argued; -ready to alter my opinion, if I should discover that it was not well founded, or if the opposite opinion should be supported by law and more conducive to the general interest, and more agreeable generally to-the intention of the parties to such contracts.

I have heard it very well argued-if measure of damage, in all actions of the very well arranged and able argument of the ingenious young gentleman who began, has not been able to shake the opinion which I had formed, I am induced to believe that it is well founded on the solid principles of law. I must therefore adhere to it upon the present occasion. It not being suggested that there was any fraud or conceaiment on the part of the vendor, nor any knowledge when he sold, of any defect in his title. Had any of these circumstances occurred, I should be of opinion that he would be liable to the amount of the loss.

> Although the vender on a covenant only to value at the time of the deed, yet he may enter into such a special express covenant as will make him liable to the value at the time of eviction, and so much will the vendee on such event be intitled to. In the present case I agree, that judgment be entered for the plaintiff for \$2979~14-100.

Judge Brackenridge was present and expressed his concurrence.

NORFOLK, Feb. 9.

We have seldom or ever witnessed colder weather than we have for some days past, of which we are made the more sensible from the sudden change. -On Friday at 10 o'clock in the forenoon the Mercury in the Thermometer was up to Fifty seven, and on Saturday morning at half past nine, it was sunk below Seventeen, the Thermometer in a passage, which was shut in the night. The navigation to Craney Island is obstructed by the ice."

Marine Intelligence.

The schooner Thatcher, arrived on Tuesday night, spoke on the 22d ult. near the Balize, the United States brig Franklin, bound to N. Orleans, all well; and on the 30th, the ship Little Mary, of Bultimore, from hence to Havanna, 15 days out, within sight of the Moro.

PORT OF BALTIMORE.

ENTERED, Ship Severn, Bryden, Bremen Sch'r Selly, Silvefler, Demerara Valona, Wheeler, Laguira Three Friends, harvey, Marseilles, Barcelong and Malaga Thatcher, Hawes,

From the Merchants Coffee-House Books. Rebruary 18:

Arrived, Schonner Three Friends, Harry, from Marfeilles, Barcelona, and 63 days from Ma againment, dry goods and truit-Henry Mellonier and Lewis Palcant.

The thip Comet, taptain Hewit, of port, has arrived at New Orleans, in 21 day's passage. The Three ! riends. Harry, lest ar Bucclous, November 24, thip Carland, Snow, of Bouch; Merimack, Adams, of Newburg port, and a Pililadelphia selm ner at quarantme. December o, between Malaga and Cape de Gat, Inoke ship Jersey, of New-York, bound to Jegiern. At Maiaga, December 16, thip Reprotos of New-York, put in for water, to talt neat day; and a schooner at quarantine. January 23, in lat. 24. long. 64. Spike thop Safty of Princetown, (He.) bound to Torrela. Of the Wind Mill Point spoke schooner hary-Aun, of a altimote,

from aurks Island, bound to happaleannech. ... Arrived, sehooner Enterprise, Eresga, 31 dava from City St. Domingo-coree, hines and wood -Jacob Hosman. Left thep Stranger, Robinson, of Philadelphia, ail liamis deud, except the Captain, who was very ill; tenconer Fair Play, Grennells, of Alexandria, brought in, acquitted by paying colls. January 18, lat. 21, long. 70, ip he b ig Theris, M'Coilum, from St. Domin. go, for New-York. 28 h, lat. 35, long. 73, tpoke ship Martha, Webb, fr3m the Coast of Brazile, for New-Bedford, out 15 months, full

Also, schooner Wilmot, Rice. 23 days from Havaina-lugars-Ben. and Geo. williams .-Sailed in company with two northern schooners sor Baltimore. Left brig Eliza Vickery, for Baltimore, ready for lea; was embargeed leveral days on account of the French 60 gun ship Foudroyant.

> New-York, February 14. . ARRIVED,

Ships Native, Young, Peteriburg, in 148 days -Bellona, Larrett, Charleiton, 8; Joseph, Gibbs, New London; trigs Triton, Newhall, Point Petre, 34; Nancy, Cole, Bordeaux, 88: Joseph, Kirkland, St. Vincents, 38; Virginia, ifaight, St. Pierres. 30; Ichr. Five Brothers, jeitrey, Turks Island, 20.

CLEARED, Ships Village, Delan, Dellin; Pomona, Whilaish, Nantz; Frigs Cyrus, Peabody, Jamaica; Iris, Glen, Charletton; Schrs. Elizabeth, Stirman, Demarara; William, Stevens,

Arrived this day, Schooner Five Bothers, from Antigua, via Turks Island, bound to Philadelphia. Left at ntigua, thip Betfet, of New York, bound to France, put in in ditirefs, and was landing her cargo. Passed Turk Island, on the 25th January, the New Guide, Craig, from New York for New Orleans. 23d, schoener Ranger, Lly, from North Carolina bound to Jamaica, out 12 days. Februar, 9. lat. 38, long. 03, spoke ship Eliza Ann, Ironi New York for Amsterdam, out 40 hours, who, the night before, had lost his maintor fail and crofs jack yard. Below, a schooner name unknown.

> Fbilalelphia, February 17. ARRIVED.

Ship Orien, Veazy, Pertland; and orig Gorham, -, Boston.

CLEARED, Brig Molly, Norris, Bordeaux; Clio, Reneygan, Cayenne ; Sulannah, Thurtton, Havanna ;

ichr. Sally, Watton, do. The brig Smilax, Sulger, twelve days from Havanna; schooner Lucy Ann, Kidet, from do. and trig Grace Ann Green, Savier, from Point l'eire, are below and sase in Lewistown creek.

The brig Sulannah, Morgan, hence at Ha-The brig Polly and Betsey, Remington, has arrived at Havanna, from Exuma.

The brig Ruth and Mary, Russell, was to fail from Havanna, for this porr the toth inft. The schooner Jefferson, Bellows, has arrived at Havanna, from Kingston.



BY AUTHORITY.

For the relief of Seth Harding, late a Captain in the Navy of the United States. DE it enacted by the Senate and House of Representatives of the United States of America, in Congress assembled, That the Secretary of the Navy, be, and hereby is directed to place upon the navy-list of invalid pensioners of the United States, Seth Harding, late a captain in the navy of the United States, who has been so disabled in the line of his duty while in service, that he is unable to support himself by labor; and who shall be entitled to receive one half his monthly pay of a captain of January to commence from the first day agree visions contained in the ment act, the better govern-



THIS DAY. The 19th inst at half past 10 o'clock, at the cendue warehouse as the corner of Second and Frederick-streets, will begin the sale of A Variety of Dry Goods;

And at 12 o'clock. 47 bhds. of good Guadaloupe Sugar, 30 hhds. Trinidad 60 bags Coffee and 40 do. Pepper, A sew pipes Choice Cogniac Brandy, Holland Gin, of excellent quality. , 35 quarter chests Hyson and Young Hyson

12. casks Bottled Porter, pipes London Particular Madeira, 40 casks Raisins and 20 boxes Prunes, A few casks Sulphur and Copal, Varnish in

23 thas Campeachy Logwood. THOMAS CHASE, Anci'e.

For Sale, mal childs for further information enquire

Public Sule, GF FINE KEEPING HOGS:

On SATURDAY, The Mst of February (inst.) will be offered

at Public Sale, at Mr. Thompson's (former ly Taylor's) Tavern, near the Hay Scales, in Old Town, Baltanere. Upwards of a hundred FINE KEEPING

The terms will be made known at the time and place or sale.

Sheriff's Sale.

February 19

By virtue of two writs of Venditioni Exponas issued from the court of appeals for the Western Shore of Maryland, and to me uirected, will be exposed to public sale, on SATURDAY, the 21st inst. at one o'clock, on the premises, for cash, the following 12luable property, seizeu and taken to sausty two judgments in said court, plained by Richard Neave, for the use of Hobert Corre, against Robert Oliver, terre tenanof Robert Purviance, and Richard Neare, V for the use of Robert Correy, against Robert Oliver, terre tenant of Samu. I Pinviance, viz.

ALL the right, title, claim and interest of Robert Oliver, terre tenant of Samuel Purviance and Robert Purviance, in and to that large and valuable LOT of GROUND, with the improvements thereon, situate and hing in the city of Baltimore, on the cast side of Commerce-street, and contained within the following metes and bounds, to wit : " Beginning for the same at the distance of forty-the first south from the south side of an alley, which runs between certain brick buildings and certain large mooden stores, belinging to the said Samuel and Robert Purviance, and running from thence south, along the line of Commerce-street one hundred and twenty feet; thence east sixty feet to the line of Philip Rogers's lat, thence north along the said Rogers's line, one hundred and twenty feet; thence west sixty feet to the beginning," being the same lot heretofore conveyed to the said Robert Oliver, from the said Samuel and Robert Parviance, by indenture dated on or about the 19th day of October, 1786.

THOMAS BAILEY, Late Sheriff of Baltimore county. February 19

Just Received,

DER the schooner Three Friends, Edward Harvey, from Marseilles, Barcelona and

105 casks Claret, Iron Hoops, 15 pipes Braner, 45 proofs,

100 boxes Frontiguac Wine, of 12 bottles

20 boxes Gruyere Cheese, 3 libds. Molien A.mends,

3 do. half fine do. 3 do. Wainuts,

An assortment of Perfumery, Satin Rib. bons, Taffetas, Silk Stockings and Gloves, Elastic Garters, Silk Shaw's, Embroidered Druggert, Thread Umbrelias, Lace, one box Florence Cadrill, one box Silk Stufi Brochees, 65 bales Writing Paper,

41 quarter casks Malaga Wine, 500 boxes Bloom and Muscatel Raisins.

For sale by HENRY MESSONNIER. February 12

For Sale. On board the schooner Hercu'es, Jonathan Felt,

master, lying at Bowiy's wharf, 18 lihos: New England Rem, 28 barrels Ergwn Sugar,

70 casks Raisins and Figgs, 50 hoxes White Soap, 70 boxes Mould and Dipt Candles,

16 boxes No. 2 Checolate, 4 bales of Checks, entitled to debenture, 1 bale of Gurrahs,

3 bales of Bafias, 1 bale Jallapoor Sannas.

With an assortment of Men's and Women's Shocs.

l'ebruary 19

F. Hurxthal & C. Hasenclaver, No. 67, Bowly's wharf, TMPORTED by the ship James, from Am-

sterdam, and offer for sale, 50 bundles German STEEL. On hand, Listadoes.

Bunten, No. 2, Cotton Stripes, Silk Handkerchiefs, Whetstones and Crucibles, And an assortment of Looking Glasses. The whole Entitled to Drawl 2ck. February 19

For Sale, 2,500 gallons of CYDER, fit for Vinegar; 100 ditto ditto, first quality, fit for immediate use, or for bottling. The former will be sold a bargain to any person desirons to purchase the whole; the latter is 15d allon. WE STENSON.

February 19

For Sale, THE HOUSE and LOT, at the intersec-L. tion of Gay and Second-streets, late the residence of R. Purvisace, deceased. For terms, and a more particular description of the Bremises "apply to

JAMES PURVIANCE. February 10 ALL STREET, FOR STREET, SUSSE

YOUNG Negro to waiting, and taking of the for no faulty and is a like For further particulars apply to the printer. February 19

Five Dollars Roward. DAN away from the subscriber on Tuesday CASTILLO, about 12 or 13 years of age, Tately from the Laland of St. Croix, talks bad English i had on when he went away, a blue jacket, 2 pair et old blue trowsers, a striped shirt. It is supposed be is harbored by some of the free negroes on the Point. Five dollars will be given for apprehending him, if in the city of Baltimore, if out of the city ten, and it but of the state of Maryland fifty, and all reasonable charges paid. The above reward will. be paid to any prison that will secure him, so as the subscriber may get him.

ROBERT EURROWS. 46, Genrge-street, Fell's. Point. N. B. All captains of reasels and others, are for hid Earboring him, eather west.

A Bank Note Loft!

A BANK NUTE of Ten Dollars was yes terdag erruirg lost by a young wirl; Erbitred the lower Bridge and Univertistrett. The sum, though small is of improftance to the owher; and it is hoped that war, ver bes forms it will bette it at the office of the American refere they well cheain a reward of cue dollars the name of the Balls and philiper are holliecolor ster!

February 19

RAN AWAY.

Laking the farm of file subsmitch wif I 11 h inst. lying on the head of South Kitch Anne Arundel County, Maryland, in consequence of an engagement with their over seles two young Negro Men, brothers, DAVIDEL BEN. issuid the elder brether, a mulati . aged 22, five feet six or eight inches high, well maile, a picasont countehance, speaks quicks and weaks triskly; he has a sear under his right eye, occasioned a few years part, from i blew received from the otherseer, and had! I Lelicie; when he abscended, several other ubinfill foreived the day he made his escap. Ben, a red 20, about 5 feet 6 or 8 inches ha. a dark mulatto, stout and well made, his cha ... tenarce more surn than that of his brethers hus occasionally an impediment in his spectry and the mark of a cherry on one of his circa. which is not at this time so blouming at he u.s. menths of May and June.

Their clothing when they eloped, bonsisted, each, of a white country cloth jacket and tre. sers, a new while or aburg shirt, white word: en stockings, and coarse leather shees, will nails in them.

It is very probable they may have change. ! their clothes, as they have a brother living in Annapolis, blacksmith, by the name of it is liam Prout, and also a trother in Bal into.; Richard Pront, both free; David has also a wife living in Annapolis, at Mr Higinb thank's. Any person apprehending said Negross, wunin ten miles of the city of Annarchis, Madi. entitled to a reward of 20 doll re; if at the distance of 20 or 40 miles, within the state, 32 dollars, and if taken without the state and ward of 100 dollars shall be given. The sail Negroes to be brought home or séculed !! the Annapolis jail.

JOSEPH HOWARD. N. B. All owners of vessels are forbid tak.! on board said negroes at their peril. February 19

Just Received,

Fer the Sixern, from Bremen, 5 hales White Tickienburgs, 4 bales Osnaburgs, and 3 boxes White Rolls;

Which I offer for sale at the corner, head 3? Smith's deck.

CHAS. G. BOERSTLER. Tebruary 18

NOTICE.

THE Members of the St. Andrew's See: Lety are requested to attend a special mee .. ing at Bryden's, the 15th inst. at 6 o'clock, 1: M. II hen, and where, business important of the institution, will be laid before them. By order,

ANDREW LURT, Secretary

Watch Stolen.

N Saturday afternoon last the subscriber had his Watch stolen from him by some person who sat by him at a tavern near tie Fish Market, and who cut off the fob ak time same time, whilst the undersigned was engire ged at cards. The name, place, and number of the Watch are " M. Williams; Lendin; 5094;" she is a silver, double cased watch; and a school time piece. Whoever will return said watch to the subscriber, shall have fits dollars reward. Watchinger is and others are requested to stop her if effered for sale.

EDWARD STONE: February 17

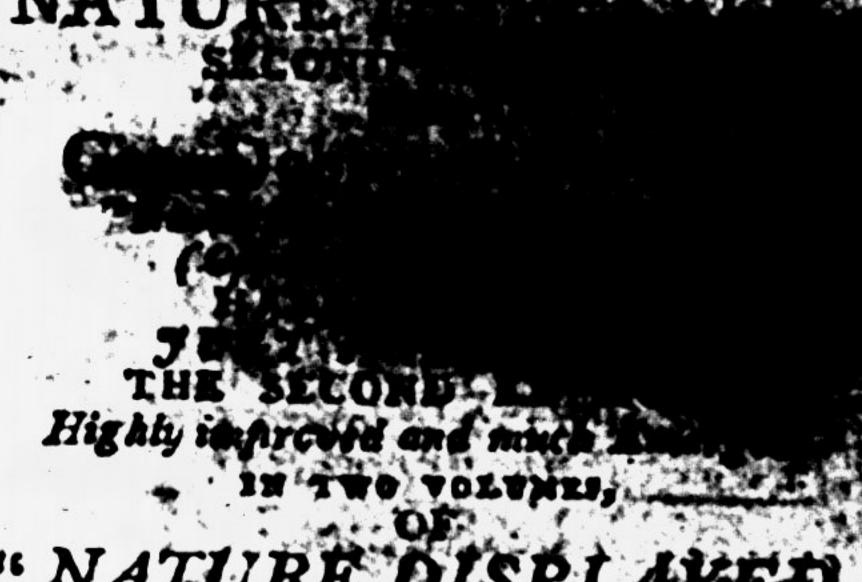
Just Received, And for sale by JOHN VANCE & CO.

No. 178, MAI KET-STREET, Opposite the Union Bank, The following valuable publications: The second edition of Nature Displayed, in her mode of teaching language to Man, by N. G. Dufief,

Morse's Geography, with or without Aulis, Brook's Gazetteer, Edinburgh New Dispensatory, The Alcoran of Mahomet, first American

Chaptal's Chemistry, Lavoiser's do. Blair's Lectures and Sermons Blackstone's Commentaries, Wheston's Josephus, Large Family Bibles, &c. &c. &c.

Common and Fine Playing Carde, direct from the Manufactories,



"NATURE DISPLAYED.

AN HELENOUS ON Teaching Language to Make Applied to the French." Price to subscribers 5 dollars-to nestil scribers 6 dullers in boards.

RAN AWAY TROM the subscriber on Friday last, a very L. black Negro Wuman, bamed in English MARY, and in French MERANDE, about thirty years of age, and very stout it her

clothes a mark coating jacket and petticoat It is supposed she is harboured and concepted of some of the free negrees in Waggor they or its vicinity. I will pay a handbome reward to any person who will arrest her, and hands her bome, er who will give me information where she may be found. No. 45 Morth Liberty wirest

February 17 Negro Man for Sales. NY person residing in the oity wishing to purchase an active young Negty Man, may hear of one for sale, by applying to the printer. The price is 300 dollars