

The Maryland Republican.

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SATURDAY, JULY 29, 1809.

For the Maryland Republican.

GENERAL SMITH.

Mr. BUTLER:

The enemies of Republican men and measures—the advocates of monarchical and aristocratic principles—the eulogists of Britain, and the defenders of British aggression on American rights, with the vain expectation of deceiving the honest federalists, and the democratic republicans, and to draw their support from one of their tried and firmest patriots, have again renewed the charges (long since silenced) of General Smith's being under French influence, and his vessels sailing under French protection;—accusations, currently and most industriously circulated, and fully and effectually refuted, at the warmly contested election between him and the late Judge Winchester, in the year 1798. To counteract again these calumnies, the facts on which they are attempted to be supported need only be known. The letter from General Smith to Capt. Stansbury (not originally designed for publication) contains a full statement of the whole transaction, a copy of which you will herewith receive; and you will confer a favour by giving it a place in your useful paper.

A SUBSCRIBER.

TO TOBIAS E. STANSBURY, ESQ.

Washington, 19th Nov. 1808.

DEAR SIR:—

In your last letter you expressed a wish that I would give you some information respecting a contract made by myself, and others, with Capt. Barney, and on which subject I had been attacked by my opponents at the election of 1793, when your absence from home had prevented you from any knowledge of the subject.

Immediately after I had written you on Friday last, I received a letter from Col. Buchanan, in which he enclosed me a sketch of the whole subject, signed by himself and Mr. Hollins, of which the following is a copy.

“On the 1st of January, 1797, we, the undersigned, John Hollins and J. A. Buchanan, the latter in behalf of Samuel and John Smith, and S. Smith and Buchanan (Samuel Smith being then in Philadelphia) sold to Joshua Barney, as a private individual, for the payment of which he alone was responsible, a quantity of flour, pork, beef, butter, &c. at certain fixed prices, deliverable at the ports of Cape François, Port Dauphin, Le Borgne or Port-de-Paix, in the Island of Hispaniola, at our sole risk until actually delivered, and for which we were to receive in payment, coffee and sugar, at certain stipulated prices, to be at our sole risk from the moment of their delivery. The French cruisers being then in the practice of harassing the trade of neutrals, when bound to such Ports of Hispaniola, as were in possession of the British, and the British cruisers being in the habit of capturing neutral vessels bound to the French Ports of the same Island,—Joshua Barney agreed to furnish us with a certificate, or passport, designating the actual destination of the vessels, a translation of which here follows.

IN THE NAME OF THE FRENCH REPUBLIC.

At the Cape, 29th Ventose, 5th year of the French Republic;—one and indivisible.

The commission, delegated for the government of the French leeward Islands, invite all officers of the French Marine, and other commanders armed against the enemies of the Republic, to let pass freely the Citizen ——— captain of the vessel ——— of ——— laden with merchandize and provision, destined for St. Domingo, without permitting him to be disturbed, or turned from his route, but on the contrary, to give him succour, assistance, and protection, if it shall be required.

The commission of the French Gov't.

Signed, { SANTHONAX RAIMOND.

The secretary Gen'l. PAICAL.

The contracts entered into, and of which you have copies herewith, required the delivery monthly, for a period of ten months, of articles, which at the contract prices, would have amounted to \$65000 per month, making an aggregate sum of

\$650,000.—But as our commerce became daily more and more subject to spoliation from the cruisers of the belligerent nations, our total deliveries amounted, at cost, only \$64,555—73 cents, and were shipped at the following dates, and by the following vessels.

Table listing ship names, dates, and cargo values. Includes Brig Enterprise, Brig Harriot, Brig Betsey, Sch'p Hope, Sch'p Laurence, Sch'p Sheperdes, Sch'p Molly, Sch'p Betty, and Brig Patriot.

Of the above, the Enterprise and Molly were the only vessels furnished with passports; and the premiums of insurance, charged outwards on the different shipments, were as follows:—On the Enterprise and Harriot 6 per cent; on the Betsey, Hope, and Laurence, 7½ per cent; and on the others, 10 per cent. No shipment was made after the above dates.

We positively declare, that in the contract entered into with Mr. Barney, we know no other person but himself; that we neither knew nor had any cause to suspect, that Santhonax, or any other person, was interested therein. The contract is dated on the 1st January 1797, at a time when we were at peace with France, and was discontinued in May 1797, which was before our envoys sailed for that country, and 13 months previous to the non-intercourse with France. We considered it at the time, and do still view it as a plain justifiable transaction, unconnected with politics. The business terminated, in considerable loss to us. The contract was almost entirely for articles of domestic produce, and our deliveries consisted of 1620 barrels flour, 1195½ barrels beef, 524 barrels pork, 97 casks wine, 101 hhds codfish, 273 boxes soap, 193 boxes candles, 162½ dozen oil, 92673 lb rice; amounting at cost, as already mentioned, to \$64555, 73 cents. Say sixty four thousand five hundred and fifty five dollars, seventy three cents.

Signed, { JOHN HOLLINS. J. A. BUCHANAN.

Col. Buchanan being the acting person for fulfilment of the contract, was much more capable of giving a correct statement than I could be; for the truth is I know little either of the contract or its execution, for I was absent two months of the year that it existed. To his statement, therefore, I refer you. I will, however, give you some further detail, and a political view of the times, as they could bear on the subject of this foolish and malicious charge.

My Brother John's absence in England compelled me to remain at home until the 1st January, 1797. On the night preceding I was called upon by Mr. Buchanan, Mr. Hollins, and capt. Barney, and informed that capt. Barney had made a contract with the government of Cape François for a monthly supply of provisions; that he had wished to have the purchase made in Baltimore; that, having mentioned the subject to Mr. Hollins, he had thought that it might be executed by himself and my two houses—capt. Barney submitted his proposal, to which I agreed—I saw nothing wrong therein, nor do I now; on the contrary I considered the retaining such a demand for the city I represented, as praise-worthy and proper. I left Baltimore the next morning, 1st Jan. 1797, to take my seat in Congress, and left the entire charge of the contract with Mr. Hollins and Mr. Buchanan.

No person will say that such a contract was improper for any honorable merchant to have entered into. But it is said that it was incompatible with my duty as a member of congress. That it must have had an undue influence on my conduct in that body; and I presume it has been said by some, and believed by others, that it actually influenced my votes. Nay, I am informed that it has been charged in one of the papers, that this contract was made while France was at war with the U. S.—In this political point of view let us now examine it.

Capt. Barney arrived at Norfolk from Cape François in the autumn of 1796, having under his command three French frigates. He commenced repairs upon them, proceeded to his family in Baltimore, thence to Philadelphia, where he agreed with Mr. ——— for a supply of money necessary for the repairs of the three frigates, who took his reimbursement in

bills on France. Mr. ——— was and is a good federalist; yet he thought it no harm, nor would any but a malicious man say there was any thing wrong therein, to supply money for the equipment and repairs even of French public armed vessels; he saw no danger of war, nor did any other person at that time. Congress certainly had no such apprehension; for, during the whole session, commencing the 5th Dec: 1796, and ending 3d of March 1797, there was no motion that I can recollect, certainly no law preparing either for offence or defence. The only act having any appearance of the kind, was a small appropriation to complete the three frigates, which met my appropriation. See the journals 2d session, 4th Congress, and the laws passed that session. By these it will be seen, that had my mind been as base as that of those who bring forward the charge, that there was nothing during that session on which a bias, resulting from that contract, could have operated.

On the 25th March, Mr. Adams called an extra session to meet on the 15th May. On that very 15th day of May, you will see by col. Buchanan's statement, that all shipments by us ceased; of course the execution of the contract being at an end, any influence that might have arisen therefrom on my mind would naturally cease to operate. But impressions were made, (it may be said) that would not be easily eradicated therefrom. To test that idea, please examine the journals of the extra session of congress in 1797, and it will be seen that on every question (when I was present) for preparations for defence or offence, I voted in favor, although most of the republicans, and some of the federalists, voted against. My ideas being then, and now, "that the best way to avert war, is to be well prepared to meet it." Here again I call your attention to this fact, that actions ought to speak for themselves; and surely, in every candid mind, they ought to put down suspicion. My acts, as a member of congress, are on record. Suspicion and malice are in the breasts only of the base and malevolent.

General C. C. Pinkney had been nominated by general Washington on the 21st December, 1796, ten days before the date of the contract, minister (in ordinary) to succeed col. Monroe; and Mr. Adams nominated on the 31st May, 1797, being 16 days after we ceased to act on the contract.—Messrs. Marshall, Dana, and C. C. Pinkney as envoys extraordinary to treat with France. Gerry was afterwards substituted for Dana.

On the opening of the session of Dec. 1797, Mr. Adams informed congress that those gentlemen would probably be in Paris in all September preceding. Congress raised, as usual, committees on the president's message. A committee of defence was raised (S: Sewall chairman) of which I was one. That committee reported three preparatory resolutions, none of which were acted upon until subsequent to the president's message of 19th March, 1798, informing that there was little or no expectation that the envoys to France would proceed on their mission. Congress, in consequence, began to act with rigor. On examining the votes and proceedings of that session, it will appear, that when present, (I was absent a few weeks) I was on every important committee for defence and offence; that I differed frequently with my republican friends, almost in all instances voting for the measures that prepared for defending against the aggressions of France, as well as for attack on them in return. Nor did I stop there; I acted;—I armed my own vessels. I will mention a few. The ship Samuel Smith was mounted with 24 nine pounders, and 2 forty-two pounds brass carronades, and manned with 104 men. On her return, she engaged the celebrated French privateer, the Mars, with more strength and more men; killed a number of her crew; chased her until she was lost sight of in the night. I also armed the Louis, Rebecca, and Mount Vernon, all of which had severe actions with French privateers. From the above statement it will be seen, that during the session, when the contract was made, congress had no idea that there was any danger of war; for, not only did they decline to make preparation for war, but they did actually repeal that part of the law which authorised a major general for the army, and passed a bill through both houses to disband the two companies of light dragoons then in service; and a motion was made during that session, and supported, to reduce the number of regiments from four to three, which motion I opposed.

It will also be seen, that by the second contract the first was made null and void

in case of a war appearing between the United States and France; and that both contracts ceased on the 15th May, 1798, when the extra-session commenced; and, that during that and the subsequent sessions, I acted in favor, and voted for every efficient measure; so that judging from my congressional conduct, it must appear that no improper bias was ever for a moment on my mind.

But it is said my vessels sailed under French protection. This is answered by Mr. Buchanan. Passports were given by captain Barney with a view to their being used to prevent, (as I understand) French privateers from molesting the vessels engaged in the contract, although cleared for English ports in Hispaniola, a mode of clearance made necessary by the interruption which our vessels, bound to French ports, experienced from the British cruisers. Of so little importance, however, were those passports considered; that of nine vessels which delivered their cargoes under the contract, two only were provided with them. But are such protections unusual or improper? How is the late valuable trade carried on to La Vera Cruz? By a special permit from Spain, and a positive protection from the Spanish consul; as follows:

“Don Juan Bautista Barnabeu, consul of his Catholic majesty, for Maryland, in the United States of America.”

“Whereas I have granted a free and secure passport to ——— of the ——— in order that he may, conformable to the Royal Orders, granted by his majesty on the 24th December, 1804, and the 9th of August, 1805, proceed from this port of Baltimore to that of La Vera Cruz, with the cargo now on board, a manifest of which is left in this consulate under my charge.

“I do therefore request and enjoin all chiefs of squadrons, captains and commanders of ships of war, and of all other armed vessels under the flag of his Catholic majesty, as well as those of the powers in alliance with Spain, and to all whom it may concern, that they shall in no ways occasion them any disturbance, but on the contrary, afford them every assistance and furtherance they may need, until their arrival at their destined port. This being the will of the king.

Given in Baltimore, signed by my hand, with the royal coat of arms of this consulate, this 2nd October, 1807.

(Signed) JUAN B. BARNABEU.

You will recollect, that at the time those protections were used by the vessels in the trade to La Vera Cruz, that French and Spanish privateers swarmed out of Cuba, and committed great depredations on the commerce of the United States. Yet did merchants of the first repute in Baltimore think it perfectly right to guard their property against French and Spanish capture by obtaining the above passport; and, through its protection, imported into Baltimore more than fifteen millions of Spanish dollars, to the great advantage of this country, and in no wise injurious thereto.

About the same time, to wit, 1797, Messrs. ——— a respectable federal house in Baltimore, contracted with a Spaniard (who had an exclusive privilege) to supply the Havana with flour, and although he might not have had a passport in form, yet I have reason to believe, that he had papers answering the same purpose, to wit, such as would prevent Spanish condemnations.

I understand that it has been said that Santhonax, the director general of St. Domingo, was concerned with Barney; this is possible; but if he was, it was never made known to me, nor to any of those concerned in the contract, nor did I ever hear that any such concern was insinuated, until I was told in (June last) that there was such a report, arising from some chancery suit. The tale is false, as it relates to our knowledge; nor is it true that we obtained our insurances at lower premiums than others on account of the passports. The premiums we paid, were the same that were paid on such risks by others applying.

From the preceding statement you will observe that the contract was executed, and bears date the 1st Jan. 1797; at that time, nor until the 19th March, 1798, Congress had assumed no hostile attitude towards France, (near fifteen months after the contract) and yet my calumniators have had the audacity to say that the contract was made and executed while the United States were engaged in a war with France!

You have brought upon yourself this long detail. It is not for publication, but may be shewn, if you think necessary, to any person. I believed that a life of 56

years, known to my fellow citizens, would have defended my character, against calumny.—I have therefore declined every defence through the public prints.

I am, dear sir, your friend,

S. SMITH.

P. S: I had written so much that I had nearly forgotten to state a fact. It is this; that all vessels bound to Ports under the control of France, for a year before the embargo, have carried protections from the French consuls. Not in the form of passports, but in their nature precisely the same. They are called certificates of origin.—“They certify to the articles of “the cargo,” and that such are of some “islands, port or place, in possession of “the French or their allies.” And this certificate secured the vessel and cargo from French seizure at sea, and condemnation in port. A vessel of ours, the Julius, entered the port of Bremen, in October, 1807, then in possession of the French, without such certificate; was seized therefor, and her cargo sent to Paris. Ship and cargo, worth much more than one hundred thousand dollars, entirely lost to the owners.

Another vessel, the Minerva, in whose cargo I was deeply interested, entered Hamburg at the same time, without a certificate of origin; the cargo, worth above one hundred thousand dollars, was condemned. Hamburg and Bremen were not known to be in possession of the French, when those ships sailed from Baltimore.

ACCOMPANYING DOCUMENTS.

ARTICLES OF AGREEMENT, entered into this first day of January, in the year one thousand seven hundred and ninety-seven, between Samuel and John Smith, John Hollins, and S. Smith and Buchanan of the one part,—and Joshua Barney, of the other part,—witnesseth, that the said Samuel and John Smith, John Hollins, and Smith and Buchanan, bind themselves to deliver to the said Joshua Barney, or to his agents (the danger of the seas excepted) at the port of Cape François, port Dauphin, Le Borgne, or port de-Paix, and to be shipped from the United States within ten months from the date hereof, in portions of one tenth part monthly, the following articles, to wit, eighteen thousand barrels fine and superfine flour, three thousand barrels pork, six thousand barrels beef, two hundred and fifty casks wine, two hundred and fifty fiksins butter, two hundred and fifty casks hogs lard, one thousand hogsheads cod fish, one thousand boxes soap, one thousand boxes mould candles, two hundred and fifty boxes spermaceti candles, two hundred dozen bottles oil, twenty thousand pounds weight of cordage, one hundred thousand pounds weight of nails of two three four and five inches, twenty thousand pounds weight of nails for sugar hogsheads, two hundred thousand pounds weight of rice, two thousand barrels herrings, and two thousand pounds weight of bacon, at the following prices, to wit; for every barrel of flour; fifteen dollars; for every barrel of pork, two hundred and six livres, five sols; for every barrel of beef, one hundred and sixty five livres; for every cask of wine, five hundred and seventy seven livres ten sols; for every pound of butter, two livres; for every pound of lard, one livre fifteen sols; for every quintal of cod fish, seventy livres; for every pound of soap two livres; for every pound of mould candles, two livres five sols; for every pound of spermaceti candles, six livres; for every dozen of oil; ninety nine livres; for every quintal of cordage, two hundred and thirty livres; for every pound of nails, two livres one sol; for every quintal of rice, fifty livres; for every barrel of herrings, sixty six livres; and for every pound of bacon, two livres five sols. IN CONSIDERATION WHEREOF, the said Joshua Barney binds himself to receive the articles above mentioned from along side, and within eight days after the arrival of each vessel, at the prices respectively affixed to each; and to pay for the same within thirty to forty five days after the arrival and delivery of each shipment, in sugar, coffee, and molasses, at the following prices, to wit, for every quintal of sugar of the first quality, seventy two livres, and in proportion thereto for the inferior qualities; for every pound of coffee of first quality, twenty eight sols, and in proportion thereto for the inferior qualities; and for every velt of molasses six livres.—It is understood, by the parties to this contract, that the delivery of the several articles therein specified, shall be made at Cape François, Le Borgne, Fort Dauphin, or Port de-Paix, at the risk of the said Samuel and John Smith, John Hollins and S. Smith and Buchanan, and