EASTON GAZETTE.

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COMMUNICATED.

To the Public generally and the inhabitants of Denton particularly.

CONTINUED.

The apothegm is trite, but true—'That men who live in glass houses, should be very careful how they throw stones.'—Sangston in the course of his letter has twice reproached me with ignorance.—That ignorance is my misfortune I readily admit, but I have yet to learn, that ignorance of itself, except when it results from gross, and wilful neglect, attaches any reproach or criminality. Sangston, however, is perhaps, one of the last persons on earth, that should have advanced a charge of ignorance against any person, three removes from a total destitution of mental sanity. Of all others he should have approached this subject with the utmost delicacy and caution. He should have turned his mind to the contemplation of itself, if such a thing were possible. At all events he should have recollected that upwards of six years have elapsed since he became the Register of Wills for Caroline county, and that up to the present moment the impenetrable density of his noddle constitutes an impassable barrier to the entrance or admission of all knowledge necessary to the performance, or the transaction of any part of his official duty. But if you have any doubt of the perfect imbecility of his intellect, turn back and convince yourself by a re-perusal of his letters.—From a consideration of the narrowness of his education, I have, until now, intentionally forborne touching on the subject of his ignorance. He ought to have manifested a little more modesty, than to have reproached me with mine. I will not say more, I could not say less on this point.

Having gone through with a very imperfect dissection of Sangston's second letter, I will in the next place, turn your attention to a few matters, partly of record and partly resting on parole testimony, in which Sangston has acted a conspicuous part—which will go far to corroborate the suspicion of his defalcation as Treasurer of the corporation of Denton, and serve as illustrations of the *substitutes* of some of his *absent*, or *negative*, or *non-existent virtues*; and as so many exemplifications of some of the most prominent traits of his real character.

The first matter to which I shall call your attention, will rest, for the present on my own testimony. There is now but one living witness to the facts, beside Sangston and myself, and I am yet ignorant if that witness recollects them—but whether he does or not I consider of but little consequence.

Until the month of May 1827, my opinion of Mr. Sangston's honesty, although a little shaken by the suspicion of his defalcation, still continued such, that the mercantile transactions of my family were chiefly confined to his store. But in the early part of the above mentioned month, Sangston called on me in my office for a settlement of our accounts, at a time when I was busy making out my accounts preparatory to my semi-annual settlement with the Treasurer. I told him my account with him was drawn off and ready for settlement, but that I was then very much engaged, and begged that he would defer the settlement until my return from the Treasury, immediately after which I would settle with him; to which he assented; but before he left the office he asked me if I had *calculated* the dividend on Daffin's estate, I answered that I held his receipt for the dividend. But *you never paid me the money*, replied Sangston. To which I rejoined it was of no consequence, and that I would settle with him immediately on my return from the Treasury. It so happened however, that there were several persons in the office, on business, the day, when, immediately after my return, Sangston called a second time for settlement. At this time, also, a similar dialogue to the one above detailed took place, in which he a *second time denied that I had paid him the dividend on Daffin's estate.* But as it then appeared impracticable or inexpedient to enter on a settlement of our accounts in a crowd; I promised Sangston to send for him the first leisure moment, which if my memory serves me, I did the next day. When he came into the office, I observed to him, that I was then ready for settlement. He then, for the first time, alledged that he held my order to pay Miss M. Orrell a certain sum of money, which I had never refunded to him. To this I made answer, that if I could not prove that I had paid him the amount of the order, I would pay it again. Not having the order with him he went to his house after it, and on his return, my account with the vouchers was spread out for his examination. After looking over the account, he observed to me, that he did not see any credit for the dividend on Daffin's estate—I told him no, that he did not, and, at the same time holding up to his view his claim against the estate, with his receipt annexed, asked him if the signature to that receipt was not his hand writing. He answered in the affirmative, asserting at the same time that *I never paid him a cent of the money, nor ever gave his fees credit by it.* A little irritated at his persevering in the denial of the payment of this dividend, I asked him if he was in the habit of giving receipts for money which he never received, nor an equivalent for which he never received, and letting them receipts lay over unsettled for four or five years? (His receipt, for the dividend, bears date the 16th day of Aug. 1821 and he demed the payment of it, in the face of that receipt, in the early part May, 1827.) To this (last question) he answered hesitatingly I–I–I dont know that I am. Will you, Sir, I demanded, angrily, swear point blank that I never paid you that dividend? To this question he answered in the same hesitating manner as he did the preceding one, I–I–I dont know that I would. But I believe that he would have sworn, directly in the face of his receipt, as you will presently see he did in the face of evidence to the contrary of his oath, if he had not entertained some doubts, that I might possibly be able to show him how, when and in what manner I had paid him.—However, rather than abuse him, for what I then believed him to be, a fraudulent scoundrel, or become accessary to his committing perjury, by withholding from him the knowledge of the evidence of the manner in which the dividend was paid, I shewed him in my bank book where I had given him a check on the bank of Caroline for the same amount, and of the same date, specified in his receipt.

This satisfied him that the dividend had been paid. He then presented the order which I had drawn on him in favor of Miss Orrell, the amount of which he alledged I had never paid to him. This order was drawn in 1822 for $34 32⅔, the precise amount of fees for which Sangston was responsible to me, payable in the same year 1822. In proof that I had paid or satisfied to him the amount of that order, I turned to my Ledger, and showed him that I had not charged him with any fees payable in that year, nor given him any credit by the order, observing at the same time that if he claimed payment of the order, I should, as a set off, claim the payment of my fees—but this, was not satisfactory. I then shewed him my list, where his fees were alphabetted, cross written with the following memorandum—"Tickets delivered & assigned to Mary Orrell"—amounting to the very sum for which the order was drawn, (34 32⅔) and, which, I have no doubt, were delivered at the same time the order was presented to him for payment. It did not however at that time suit his convenience to recollect the tickets. His object was to bring me in his debt, and he calculated no doubt to palm upon me his word, or his *oath* if necessary, as evidence, that neither the dividend, nor order had ever been paid, the sum of which being upwards of $60 would have effected his object. If indeed as I believe, he did make such a calculation, he calculated without his host. On settlement he fell in my debt $35 69. The whole of Sangston's conduct in this transaction, was to my mind so glaringly dishonest, that from that moment I determined to have no further dealings with him in any shape or manner whatever, except in the way of fees; and immediately gave my family positive orders never to go to his store to purchase any thing whatever. An order, which as far as I am informed has never been violated but in one solitary instance.

The second case, which I shall lay before you is of a complexion rather darker than the preceding one, and is supported, as to all material facts, either by record, or the most respectable parole, evidence.

At October Term of Caroline county court in the year 1819, the President and Directors of the Bank of Caroline, recovered judgments, separately against Edward Clark as principal and against James Sangston and Philemon Lecompte as his endorsers on a note discounted in the Bank. There is now living a respectable and competent witness to prove, that in order to indemnify his endorsers, Sangston and Lecompte, against all or any loss they might otherwise sustain in consequence of these judgments, Clark, by the assignment of a note, Bill or Bond, placed in Sangston's hands a fund, amply sufficient to cover the whole debt and interest, recovered by them, and all the costs which had accrued on them and have a considerable surplus. About this time one of Clark's individual creditors was pressing him for the payment of a considerable debt, which Clark proposed to pay by an order, on Sangston; the creditor, however declined taking the order except Clark would first effect an adjustment or settlement of his account with Sangston, and after the settlement Sangston would accept, or assume upon himself the payment of the order. With this understanding Clark, and his creditor, at Clark's request, called on Sangston for the purpose of effecting the contemplated settlement: preparatory to which it became necessary to ascertain the amount of the claim of the Bank against Clark, Sangston and Lecompte including the principal and interest of the debt and all the costs of the several judgments against them; this was done in the Clerk's office by reference to the dockets, by Clark and Sangston, in the presence of Clark's creditor. Clark and Sangston then accomplished a settlement of their accounts, and after receiving in his hands the amount of the Bank claim, principal, interest and costs, Sangston gave his assumption to Clark's creditor to pay, and a short time afterwards did pay him, the amount of his claim against Clark, so at least says the creditor. These two facts, that Sangston retained the amount of the Bank claim in his hands, and that out of the surplus then due from him to Clark paid one of Clark's creditors a considerable sum of money, places out of dispute, the fact that Sangston assumed upon himself, the payment of the principal interest and costs of the judgments above mentioned. That this assumption with all other circumstances hitherto detailed in this case took place before the 3d day of December 1820 is proved by the fact, that on that day Clark departed this life. Now as it is not probable Clark, who was reputed to be an honest man, would secure one of his endorsers against contingent loss and leave the other exposed to it, so, it can hardly be doubted that in his settlement with Sangston, he made provision, in the money left in Sangston's hands, for the payment of all additional costs that might subsequently arise on executions issued, as well on the judgment against Lecompte, as on the judgments against himself and Sangston. At any rate, by assuming to pay off the Bank claim, Sangston assumed to pay off the whole of the claim, and the whole of the claim never could be paid off, until all the costs of the three several judgments, & of the several excutions respectively issued thereon were paid.

It does not, however appear that Sangston, has paid the *whole* of this claim, on the contrary, at the October Term of Caroline county Court 1826 the then sheriff made return of the venditioni exponas issued for the sale of the property of Lecompte, seized in execution for the payment of this very claim thus endorsed "goods and chattels lands and tenements "taken per schedule, sold and satisfied sheriff as per special return," and from the entries in the Clerk's and sheriff's docket in these cases against Sangston and Lecompte it appears that, although Sangston paid off the debt and interest and the costs against *Clark* and *himself*, yet, that the costs and additional costs against Lecompte, amounting to $34 48 were collected and paid out of the proceeds of the *sales of Lecompte's property*, and therefore that Sangston is at this moment fairly indebted, and in honesty bound to pay, that sum to Lecompte's heirs or creditors. Hence, I think, it is evident, that, although the money had been placed in Sangston's hands, years before, for the express purpose of paying off this Bank claim, yet, nevertheless he suffered Lecompte's lands to be sold under execution, by the sheriff, and consequently, at a sacrifice, for the payment of part of this very claim: and he too at the same time wrapt up, no doubt in fancied security, regardless alike of his assumption to pay, & of honor and honesty with the money in his pocket, stood looking on, a silent and unconcerned spectator of the destruction, which his treacherous neglect had contributed to bring upon his brother endorser, (Lecompte,) without heaving one sympathetic sigh over his ruin, or making one solitary effort to prevent it. Justice, however, requires me to state that at the time of the sale of Lecompte's property, there were other executions against him, levied on the same property, but this circumstance will operate nothing in favour of Sangston, nor in extenuation of his gross, wilful and treacherous neglect to pay off this claim years before the sale took place. The funds had been placed in his hands for that purpose. He was in honesty and honor bound to apply them, and if he had timely and faithfully applied them to that purpose it might, possibly have had the effect to save Lecompte from destruction. This it is well known he did not do, and by not doing it he was guilty of perfidy. Where, let me ask Sangston, who, in a whining tone of sensibility reproaches me with injuring my neighbour, where was his feeling for his neighbour throughout the whole of this transaction, when carelessly witnessing, if not exulting in the approaching ruin and eventual final distruction, in which his treacherous conduct, in part, contributed to involve his brother endorser Lecompte?

"Foul deeds will rise
Though all the earth o'erwhelm them to men's eyes'

The third case which I shall present to your consideration is of a complexion much darker than either of those previously stated,

"'Tis fearful building upon any sin,
One mischief entered brings another in:
The second pulls a third, the third draws more,
And they for all the rest set ope the door:"

The late John Brown, of Caroline county, was in his life time, indebted to the Bank of Caroline the several sums of money following, including the interest calculated on each sum to 17th December 1827.

On note protested principal, and interest	$206 46
On check drawn on Farmers Bank at Easton in favour of J S Taylor, agent	96 61
On judgment in Caroline County court, for which James M. Stanton was equally liable	400 39
Amounting to the sum of	$703 46

And having no property in Caroline county, that could be touched by an execution, the agent of the Bank, knowing of property in New Castle county in the State of Delaware, belonging to, and owned by, the said Brown, carried these claims up to the Court of Common please of that county, and at December Term of that Court 1826 sued out a writ of attachment against Brown's property on which judgment of condemnation was rendered in that court the 17th day of December 1827, in Term time, for the above mentioned sum of $703 46, that being the amount of the principal and interest of the above mentioned several claims, as ascertained by the prothonotary of the Court to be due, on that day. In the interval however, between the date of the issuing of the attachment, and the date of the judgment of condemnation upon it, John Brown (being then a member of the Legislature of Maryland, and attending the session at Annapolis) on the 15th day of February 1827 executed and acknowledged a judgment bond to James Sangston in the penal sum of five thousand dollars, conditioned for the payment of twenty five hundred dollars, and sent it on to New Castle directed to Sangston's Counsel and, no doubt, with peremptory instructions, to have the judgment entered up immediately without any delay. That such at least, were the instructions received by the Counsel I infer from the fact (which I am authorised to state that the judgment, as it appears from the face of the record was entered up at 8 o'clock at night. And from Brown's knowledge of the claims of the Bank, and of the Bank agent's determination to take every legal step to collect them; & indeed from the very face of the transaction itself, it appears, unquestionably, in my opinion, that Brown's object, in procuring this judgment to be entered up in favour of Sangston was primarily & principally, to defeat the attachment, against his property, at the suit of the Bank. That there, existed a secret understanding between Brown and Sangston with respect to the whole of this business, is rendered more than probable, by the fact that Sangston, from the commencement claimed the judgment as a just and bona fide debt, and prosecuted this claim *as long and as far* as he thought it *expedient*. That the judgment itself was fraudulent, and consequently, Sangston's claim to it, also fraudulent, will if I am not deceived, be made sufficiently plain hereafter; and therefore, from this, I shall consider Sangston as an accomplice in the fraud and treat him as such.

This judgment, on the bond in favour of Sangston, bears date posterior to the date of the attachment but prior to the date of the judgment of condemnation on that attachment. Both of these judgments had a lien on the same property, which being inadequate to the satisfaction of both, the question arose which of the two had the preference in law,—which should be first gratified, and this question could only be decided by a trial. The trial would in all probability have given rise to a discussion which would have involved an examination not only of the priority, but also of the justice and legality of the two judgments. The justice of the claims of the Bank, was unquestionable, and therefore the agent determined to abide by the result of a trial, and either loose all or gain all. Sangston *repeatedly asserted* that his claim was equally just, and for a long time manifested a disposition to abide the same result.

"The man who pauses on his honesty
Wants but little of the villain."

Sangston has lately declined to bring the priority, legality or justice of his judgment to the test of a trial, & has come forward and paid, or secured the payment of, the balance of the Bank claim amounting to the sum of $378 28, after deducting the rents of Brown's property which were regularly attached by the Counsel for the Bank, and one half the judgment which Stanton was liable for and paid, whence I think it follows, irresistably that he has not only given the lie direct to all his often repeated declarations of the justice of his claim, but has stampt the whole of his preceding conduct in this transaction with the broad seal of virtually acknowledged fraud. For if Sangston's claim to the twenty five hundred dollars in question had all been fair and honorable—if the whole of that large sum, had been a debt bona fide without fraud or deceit, really truly and justly due to him, can it be believed that he would have receded one jot or tittle from the assertion of his right to the whole sum, even to the extremity of the law—or, voluntarily relinquish one cent of the amount of his judgment in favour of the claims of the Bank? If his claim according to his repeated assertions, was just, why did he not test the question of the right of preference of the two judgments by a decision of the Court? Admitting the decision of the court had been against him it could have placed him in no worse situation, in a pecuniary point of view, than he now stands.—That decision, would only have authorised the collection of the balance of the Bank claims out of the proceeds of the sale of Brown's property, which balance Sangston has voluntarily paid, or secured to be paid without such a decision. The amplitude of Sangston's fortune, is well known, not to be competent to justify his liberality in giving away, or making presents of large sums of money, and consequently, the motive which induced him to come forward and secure to the Bank the payment of $378 28 must be sought for in some other principle infinitely more powerful in its operation than mere generosity, and we need only look to his fears, to discover this principle. Can there be a loop on which to hang a doubt that Sangston knew Brown owed him nothing at the time of executing the judgment bond, and therefore, that all his repeated assertions to the contrary were false? and that his claim to the 2500 dollars (the principal of the bond) was wholly fictitious and unjust? That he also knew, or had been informed that Brown had retained in his own possession evidence of this fact, in the shape of a formal instrument of writing bearing date simultaneously with the date of the judgment bond, can hardly be questioned. To his knowledge then of this circumstance may be traced his apprehensions of the discovery of the iniquity of his conduct, and to his apprehensions, the motive which induced him to secure the payment of the Bank claims;

"What a state is guilt,
When ev'ry thing alarms it! like a sentinel,
Who sleeps upon his watch, it wakes in dread
Ev'n at a breath of wind."

whilst Brown lived, Sangston continued to assert the justice of his pretended claim, because he felt secure, that the instrument of writing containing the evidence against him would sleep in concealment, and it was not until after Brown's death, when, not knowing into whose hands, it might fall, nor how soon it might rise in judgment against him, that he began to feel, and reflect on the embarrassment of his situation, and on the safest way to extricate himself from it: It was not until then, that he thought it best to make a virtue of necessity and secure the Bank. If stronger evidence be necessary of the falsehood of Sangston's repeated assertions of the justice of his claim to the twenty five hundred dollars or of the iniquity of the claim itself, it will be found in the instrument of writing retained by Brown, a copy of which follows.

"Whereas John Brown has executed his judgment bond to James Sangston of Caroline County in the state of Maryland in the penal sum of five thousand dollars lawful money of the United States conditioned for the payment of twenty five hundred dollars current money aforesaid, Now it is expressly understood and agreed that the said James Sangston is to dispose of the said sum of twenty five hundred dollars the real principal in said bond as shall hereafter be directed by the said John Brown. Witness my hand & seal this 15th day of February 1827.

WM. WHITELY, SEAL.

Test, KENSEY HARRISON."

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