For the FEDERAL GAZETTE.

No. II.

To ATTICUS.

SIR,

YOU have not only been guilty of inconsistency, but of misrepresentation. You say the federalists "have extended the principle of *treaty breaking* to France, and are of opinion that the words of the compact are in the form of a legal covenant, and that a *right of way* can be lawfully required, as well from Spain *as her assigns*: so that it is not France or Spain *alone*, whose rights this angry swarm of expositors of the laws of nations are desirous of invading, but they would willingly bring down upon us the united attack of both." If you mean by "extending the principle of treaty breaking to France," that it has been contended that France has violated her treaty with the United States, by suffering the intendant of New-Orleans to deny us our place of deposit at that port, it is a gross falsehood, for it has never been contended that that was the case; such a position is too absurd for any one (except Atticus) to support, or even to imagine to have been supported. If you mean to say that the federalists have ever contended that France has been the instigator of the measures taken by the Spanish intendant to deprive us of our place of deposit, or that Bonaparte or his agents have, in any manner, been active or officious in causing the port of New-Orleans to be shut against the citizens of the western country; and that therefore he has been the aider and abettor of the violation of the treaty between his Catholic majesty and the United States, and consequently that our government is authorised in "extending the principle of treaty breaking to France," that is also a palpable misrepresentation, and Atticus is challenged to shew that such a position has ever been taken by any federalist, whose opinions are in any way regarded as the sense of the party. But perhaps you will say, that instead of your misrepresenting the grounds taken by the federal party, I have altogether misconceived your idea. That by the phrase "treaty breaking," you do not mean that France has either broken her own treaty with the United States, or that she has been instrumental in violating that between Spain and the United States; but that it has been contended by the federalists that the United States, having had secured to them by his Catholic majesty, a right to the free navigation of the river Mississippi, and to a place of deposit at the port of New-Orleans; and his majesty having since ceded that port to France; that France takes it subject to the condition previously annexed to it, to wit: that the citizens of the United States should have a right to deposit their merchandizes and effects at the port of New-Orleans, and to export them from thence, without any other duty than paying a fair price for the hire of stores; and that the United States having, since the cession of that port to France, been deprived of their place of deposit, are authorised to call on France as the owner of the port, for a reparation of the injury. Even this is a misrepresentation. The federalists, to be sure, contend that France, whenever she does take New-Orleans, takes it subject to all the conditions previously annexed to it by Spain. For instance, if France had been taken possession of New-Orleans before the Spanish intendant had shut up the port, and the citizens of the United States had afterwards been deprived of their place of deposit, France alone would have been liable to us, because she took the place subject to our rights. This is what that "angry swarm of expositors of the laws of nations" have said; this is what they still say and are ready to maintain.

Do you pretend to say, sir, that when a conveyance of property is made by one person to another, with a reservation of a certain privilege to the granter, that merely because the grantee of that property afterwards conveys it to a third person, that the granter is to be deprived of the privilege reserved? Most certainly not. If you are ignorant of all legal principles, common sense and common ideas of propriety and equity will teach you the correctness of that position. Why then does not France take New-Orleans, when she does take it, subject to our right of deposit? Spain is very justly considered as the grantee of New Orleans, holding it subject to our right to a place of deposit; for as she has once granted us that right she cannot reclaim it, and therefore she holds it subject to that right. How then can you deny the position? Is it because the conveyance in the first case was supposed to have been made by an individual, and in the latter by a nation? Is it because there is a difference between the laws regulating and establishing the rights of individuals and those which govern the rights and claims of nations? What is a nation, and what are the laws of nations? "Nations," says Vattel, "being composed of men actually free and independent, and who, before the establishment of civil society, lived together in a state of nature, nations or sovereign states are to be considered as so many free persons living together in a state of nature; they are considered as moral persons or individuals, and the law of nations is the science of the law subsisting between nations or states, and the obligations that flow from it." So that nations being individuals or moral persons, whatever is law among individuals or moral persons, is law among nations; that is, as far as the same principle which operates as between individuals, can affect the rights of nations. If, therefore, it is a law among individuals that when property is granted to one person, with a reservation of a certain right to the grantor, and the grantee, afterwards alienating the same property, parts with it, subject to the reservation of the grantor, the same principle will be recognized among nations. Hence it follows, that his Catholic majesty, holding the port of New-Orleans subject to our right to a place of deposit, cannot part with it, except with that condition annexed to the grant—and that whoever takes it, takes it subject to our right.

But seeing yourself by this time under the necessity of granting what has been proved, perhaps you will say you never disputed it. What then was your meaning when you said "they, the federalists, extend the principle of treaty-breaking to France, and are of opinion that the words of the compact are in the form of a legal covenant, and that a *right of way* can be lawfully required as well from Spain *as her assigns*. So that it is not France or Spain alone whose rights this angry swarm of expositors of the laws of nations are desirous of invading, but they would willingly bring down upon us the united attack of both." It was before shewn that if by "extending the principle of treaty-breaking to France," you meant to say one thing, you was guilty of falsehood and misrepresentation; and it is now shewn that if you meant another, to wit, that the assignees of Spain are not liable to the United States for a right reserved to them by Spain before alienation, you mean to support that which is absurd; so that you are reduced to the alternative either of acknowledging yourself guilty of gross misrepresentation, or that from your ignorance of the principles of national law and weakness of understanding, you have endeavored to maintain a doctrine which is absurd and foolish.

But let it be remembered that under present circumstances, it is not contended that France is in any way liable to us for the injury we have sustained in consequence of our being deprived of a place of deposit at the port of New-Orleans. France has not yet become possessed of New-Orleans, and therefore is not to be presumed to have had any agency in the measures which have been adopted. But what has taken place has been done by his Catholic majesty or his agents, which we shall hereafter shew is the same thing, therefore he only is liable—We have lost our right and our only methods of obtaining it are, either to solicit this majesty to reinstate us, or to reinstate ourselves without humiliation, submission or negociation. To shew that the latter is the best policy, & not only so, but consistent with the laws of nations and with all subsisting treaties between France and the United States, will be the subject of the next number.

ANTI-ATTICUS.

[*To be continued.*]

REPORT

Of the Secretary of the Treasury—concluded.

III.

It is asked whether the commissioners of the sinking fund have applied the sum of 7,300,000 dollars, to the payment of the public debt, in 1802, in conformity to the act making provision for the redemption of the whole of the public debt of the United States?

Although it be difficult to understand precisely the supposed objection to the proceedings of the commissioners of the sinking fund, which has given rise to this enquiry, yet as the report to the commissioners exhibits, after deducting the amount lately corrected by the register, an application of 9,333, 407 dollars and 40 cents, of which sum, 1,287,600 dollars were paid out of the proceeds of the sale of bank stock, and the remaining 8,045,807 dollars and 40 cents, out of the other funds vested into the sinking fund; it is presumed, that the objection goes to the mode of application, and not to the sum applied, and I cannot find what that can be, unless by the words "payment of the public debt in the year 1802," it be meant that the commissioners of the sinking fund were bound by the law, to extinguish during the year 1802, so much of the principal of the public debt, *due that year*, as, together with the interest accruing during that year, would amount to 7,300,000 dollars; and that an application of part of the 7,300,000 dollars to the making provision for the payment of a debt, falling due after the 31st of December, 1802, was not to be considered as a part of the said legal payment of dollars 7,300,000.

The objection does not apply to the actual payments made by the commissioners; nor is it supported by any part of the law.

It does not apply to the payments made by the commissioners, in 1802; for supposing the assumed construction of the law to be correct, it is, nevertheless, true that the commissioners of the sinking fund, have during the year 1802, paid more than dollars 7,300,000 falling due during that year.

Those payments consist of the following items, viz.

1. Interest accrued during the year 1802,	4,065,738	47
2. Instalments of the Dutch debt, which fall due during that year,	1,344,000	
3. Reimbursement of six per cent. and deferred stocks,	1,116,869	37
4. Payment to foreign officers, and for certain parts of the domestic debt,	22,961	76
5. Payment on account of the principal of the temporary loans due to the bank,	1,290,000	
Amounting altogether to Dolls.	7,840,569	60

Perhaps it may, in the spirit of the objection, be insisted that the payment of dolls. 1,117,689 and 37 cents, being the reimbursement of the 6 per cent and deferred stocks, which fall due on the first day of January, 1803, cannot be considered as the extinguishment of a debt actually due in 1802. But on that supposition, credit must be given for the payment of a similar reimbursement, which took place on the 1st day of January, 1802, and which, in the report of the secretary to the commissioners of the sinking fund, is credited to the account of the year 1801, because it was paid out of funds accrued during 1801, in the same manner as he has credited the payment of 1st January, 1803, to the year 1802; because it was paid out of funds accrued during the year 1802. But whether he was correct or not in that arrangement, is immaterial in the present question; and as one payment was made on the 1st January, 1802, and another on the 1st January, 1803, either the one or the other must be credited to the account of the year 1802.

Perhaps it may also be said, that dolls. 1,287,600 of the temporary loans, discharged in 1802, having been paid for, out of the proceeds of the sales of the bank shares (which in the report of the secretary to the commissioners, are stated as a distinct fund from the annual appropriation 7,300,000 dollars) cannot properly be stated as a payment in part of that appropriation. But it is not less true that if there is any thing in the law which binds the commissioners to pay annually 7,300,000 dollars, in the manner contended for, there is certainly nothing which compels them to make that payment out of the annual appropriation of dollars 7,300,000 or out of any other. They may be bound to make payments to a certain amount but they may make them out of any funds in their hands. To this may be added that the first section of the law which makes the appropriation, includes in the annual appropriated sum of 7,300,000 dollars, the monies other than surpluses of the revenue, which constitutes the sinking fund, or shall accrue to it by virtue of any provisions theretofore made. The proceeds of the bank shares accrued to the sinking fund, by virtue of the provisions of the act of the 31st day of May 1796, and might therefore, by the secretary of the treasury have been contemplated and stated as a part of the annual appropriation of 7,300,000 dollars. But considering it optional with him, either to state those proceeds in that way, or under the proviso of the 3d section of the act, to state them as a distinct fund, he chose to do it in the last mentioned manner, in order to give the greatest possible efficacy to the sinking fund. From which it results, that if he had stated those proceeds as part of the annual appropriation of 7,300,000 dollars; although he would have, by that mode, actually diminished the payments on account of the public debt, by a sum of 1,337,600 dollars, yet he would upon the construction assumed by the objection, have paid dollars 1,287,600 *more* on account of the public debt of 1802, than has been done according to the mode of stating the accounts which he has adopted.

But supposing that the facts supported the objection; supposing that the sales of bank stock had not taken place, and that the payment of the debt due to the bank had not been made, yet nothing appears in the law which can support the principle assumed by that objection.

The construction which is insisted upon against the proceedings of the commissioners, is, that they are bound by the law to apply annually 7,300,000 dollars, and that application must in the very year in which it is made, extinguish a debt or pay an interest due that year, excluding from what is thus considered as a legal payment, any payment on account of a debt falling due after that year. Neither of those positions appear to me to be in any degree supported by any part of the law.

The first section of the law maks an annual appropriation of 7,300,000 dollars.

The second section enjoins it as a positive duty on the secretary, to cause to be paid annually, to the commissioners of the sinking fund the said sum of 7,300,000 dollars, thus appropriated.

The third section directs the commissioners to pay every year the interest accruing, and the instalments or parts of principal falling due during that year, and then proceeds in the following words: "And also, it shall be the duty of the said commissioners to cause to be applied, the surplus of such fund, as may at any time exist, after satisfying the purposes aforesaid, towards the further and final redemption by payment or purchase, of the present debt of the United States, &c."

There is nothing there which binds the commissioners, after they have satisfied the purposes aforesaid, that is to say, after they have paid the interest and principal falling due in any one year, to apply the remainder or surplus of the 7,300,000 dollars, if any, during the course of the same year.

Provided, that the secretary had placed at their disposition in due time, the funds necessary to meet the instalments and interest due in the year, it would be a good execution of the law if he paid to them the remainder of the approbation on the last day of the year; in which case it would be impossible for them to apply that remainder till the ensuing year.

That act, in fact, as well as all the preceding laws on that subject, places a discretionary power in the commissioners, both as to time and manner, for any payment other than those which fall due in the year, and which must at all events be made: and the proviso of the first section actually contemplates the case of the money remaining unexpended for six months after the end of the callender year, to which the annual appropriation refers, and provides, that under certain circumstances such surplus shall cease to be at the disposition of the commissioners.

In the present instance, however, it is, on the part of the secretary of the treasury contended, that more than 7,300,000 dollars, have, exclusively of the payment to the bank, been applied during the year 1802, *towards the further redemption by payment of the debt of the United States*, and that, after having paid the interest and instalments which fell due during that year, the purchase of about three millions and a half of guilders, remitted to Holland, *towards the payment of the Dutch debt falling due next year*, was a faithful, legal, and proper execution of the law.

It is difficult to prove a negative; in this case the law is silent as to the species of debt, and the time or manner of applying the surplus monies; there is nothing which excludes from the meaning of the law an application in the year, which will produce a payment in the ensuing year. The words, "by payment or purchase," are, according to the strict sense of the sentence, connected with the word "redemption:" the further and final redemption is to be effected by payment or purchase; the application of monies which the commissioners may legally effect, is *towards that farther redemption:* the subtlety of the objection seems to consist in making the words "by payment," depend immediately on the words "to cause to be applied;" from which it would result, that the application, instead of being, as expressed by the law, *towards* a redemption, which redemption must, when effected, be effected by payment or purchase, would be confined to an immediate payment; and as the purchase of bills is not an immediate payment, but a provision towards a future payment, such purchases would be excluded from that authorization in the law. Not only that construction is not justified by the strict sense of the words as connected in the sentence; but if it was adopted, it must follow that there did not exist, nor ever had existed (for the phraseology of this sentence is transcribed from preceding laws) any authority whatever in the commissioners of the sinking fund to provide in time for the payment of the Dutch debt. They must, according to that new construction, be bound in the application of the surplus of the fund to an immediate payment, and not be permitted to purchase remittances for the purpose of making a payment the ensuing year. For this is the only clause which authorizes the commissioners to make any payment, other than for the payment of the interest and principal falling due that year; and if it forbids them to make the purchase of bills under the appropriation of dollars 7,300,000, it forbids them altogether, there being no words in the clause, limiting its effect to that appropriation.

It is hardly necessary to dwell any longer on the manifold absurdities which must flow from this assumed construction, and indeed I have no time left for any further observations. Yet I would remark that when the act passed, such an application was contemplated, and that it was stated explicitly that it was necessary to provide for the payment due in Holland, at least 6 months before they became due. The statement (S.) annexed to the report of the 18th December, 1801, which exhibit the effect of an annual appropriation of dollars 7,300,000 on the debt, was actually predicated on that supposition.

Permit me to add, that the demands in Holland were so considerable, and the difficulties apprehended in procuring the sufficient remittances so alarming, that it is confidently believed that no application of the surplus monies of the sinking fund could have been more beneficial to the true interests of the United States, than the purchases of remittances which have been made. The whole of which was payable in 1803, which was the heaviest year, has been remitted, without reloan, and without the employment of an agent abroad; and being now so much before hand, I apprehend no longer any difficulties in procuring, at a reasonable rate, the remittances which shall be wanted for meeting the payments of the following years.

It has been impossible to transcribe the detailed accounts which were required; but I enclose an account (B.) of the purchases made in 1801 and 1802, on account of the Dutch debt, shewing the prices paid in 1802, and the amount of remittances purchased before the 1st Jan. 1803, applicable to the payment of this year. This must still be considered as an estimate, though more correct than that of the report to the commissioners of the sinking fund.

I regret the late hour at which the resolution was introduced, for no other reason than because it prevents my furnishing the more detailed account which the mover was desirous of obtaining. But I trust that all the information which was substanttially necessary to meet the object of the resolution has been given; and I must rely on the indulgence of the committee for the many imperfections which must be attached to this hasty communication.

I have the honor to be,
Respectfully,
Sir,
Your obedient servant,
ALBERT GALLATIN.

Honorable *John Randolph*, esquire,
Chairman of the committee of
ways and means.

For Sale,

A two-story brick HOUSE, situated on the corner of Bridge and Union-streets. A good stand for the flour, whiskey and grocery business. For further information enquire of the subscriber, on the premises.

ABRAHAM HUGHES.

March 4. 2aw

BY AUTHORITY.

City of Baltimore.

A FURTHER SUPPLEMENT to the Ordinance, entitled, an Ordinance for licensing and regulating Auctioneers within the city of Baltimore, and precincts thereof.

Sect. 1. BE *it enacted and ordained by the mayor and city council of Baltimore*, That any person desirous of pursuing the business of auctioneer for the sole purpose of selling books, maps, and prints may apply to the mayor for a special licence for that purpose, and the mayor shall thereupon grant such special license for a term not exceeding one year, to exercise the trade or business of an auctioneer by the selling of books, maps and prints, and such license upon like application, may and shall from time to time renew, provided that no such license shall be granted or renewed until the person or persons applying for the same shall have given bond to the mayor and city council of Baltimore, with sureties to the satisfaction of the mayor, in the penal sum of three thousand dollars current money, with condition that he or they shall duly pay and satisfy all just claims that may be against him or them as auctioneer or auctioneers, and will faithfully execute the officer and employment as aforesaid.

Sect. 2. *And be it enacted and ordained*, That no auctioneer for the purpose aforesaid, shall demand or receive from any person directly or indirectly for his or their services a commission exceeding the rate of ten dollars for every hundered dollars of the purchase money from such sale, exclusive of all duties.

Sect. 3. *And be it enacted and ordained*, That every auctioneer licensed under this ordinance, shall, out of the monies arising from each and every sale, return and pay to the register for the use of the corporation, at the rate of one dollar for every hundred dollars on the amount of all sales made by him or them; and shall once in every three months, on oath or affirmation, as the case may be, account for and pay the same to the register; and to the end that such accounts may be accurately kept and rendered, it is hereby made the duty of every auctioneer aforesaid, to enter from day to day, or as often as any sale shall be made, in a book to be kept for that purpose, the amount of the respective sales made by him or them, which book shall, upon application, be submitted to the mayor for examination, on pain of forfeiting, for every refusal to comply with such request, the sum of one thousand dollars.

Sect. 4. *And be it enacted and ordained*, That every person obtaining license as aforesaid, shall, for each and every such license, pay fifty dollars for the use of the corporation.

Sect. 5. *And be it enacted and ordained*, That any person or persons desirous of pursuing the sole business of selling household furniture and wearing apparel, may apply to the mayor for a specil license for that purpose, and the mayor shall thereupon grant such special license upon the terms and conditions aforesaid; provided that the penal sum of the bond given by such person shall be one thousand dollars, and the persons obtaining such license shall pay therefor fifty dollars, and that such auctioneer shall be entitled to receive for his services a commission not exceeding the rate of four dollars clear of all duties for every hundred dollars of the purchase money arising from each sale; and the said actioneer shall pay one per centum on all the monies arising from such sales, for the use of the city; and the auctioneers who now hold license authorising them to sell any goods, wares and merchandize, may and are hereby authorised to charge a commission on all household furniture and wearing apparel sold by them four per centum, clear of all duties, and upon the sale of books, maps and prints shall charge a commission of ten per cetum clear of all duties, any thing contained in ordinance to the contrary notwithstanding.

WILLIAM JESSOP, *president of the first branch of the city council.*
ROBERT GILMOR, *president of the second branch of the city council.*
Approved, March 22, 1803.
(L. S. C.) JAMES CALHOUN, *mayor of the city of Baltimore.*

A true copy from the original, deposited in the department of the register of the city of Baltimore.

E. J. COALE, *register.*

Justus Hoppe

Has removed to No. 61, Smith's wharf,
Where he offers for sale,
White ticklenburgs
Brown bourlaps or Halblacken
Brown Rolls
Hessians of different qualities
Silk velvet
Do. binding
Beggars' laces
Tumblers and wine glasses
Very large looking glasses
Hamburg quills
Maccaba snuff

Also,
4 hhds. clayed sugar
30 boxes best Havanna segars.

March 17. d4t-2aw8t

To Let.

The subscribers intend to remove to No. 196, Market-street, opposite Mr. Evans's tavern, the HOUSE and STORE *No.* 104, *Market-street, between South and Calvert-streets*, now in their possession, is to rent, and possession given about 15th April or 1st May next—a tenant may be accommodated with a convenient Stable. For terms apply to Mr. Wm. Baker, or to

BURNESTON & WARFIELD;

Who have an assortment of German linens, German straw knives, cutlery, mancheftry, hosiery, India muslins, Russia sheetings, ravens duck, a case of silk hosiery, country bed tick, and expect their Spring Supply by the first arrivals from England. March 17. eo4w