foreign or domestic, produces the doctrine which I am now considering upon the ground that all the world are parties in an admiralty cause. The proceedings are *in rem*, but any person having an interest in the property may interpose a claim, or may prosecute an appeal from the sentence. The insured is emphatically a party, and in every instance has an opportunity to controvert the alledged grounds of condemnation by proving if he can, the neutrality of the property. The master is his immediate agent, and he is also bound to act for the benefit of all concerned, so that in this respect he also represents the insurer.

That irregularties sometimes have taken place to the exclusion of a fair hearing of the parties, is not to be denied. But this furnishes no good reason against the adoption of a general rule. A spirit of comity has induced the courts of England to presume that foreign tribunals, whether of prize or municipal jurisdiction will act fairly, and will decide according to the laws which ought to govern them , and public convenience seems to require that a question which has at once been fairly decided, should not be again ligitimated between the same parties, unless in a court of appellate jurisdiction.

The irregular and unjust decisions of the French Courts of Admiralty of late years, have induced even English Judges to doubt of the *wisdom* of the above doctrine in relation to foreign sentences, but which they have acknowledged to be too well established for English tribunals to shake: and the justice with which the same charge is made by all neutral nations against the English as well as aginst the French Courts of Admiralty, during the same period, has led many American jurists to question the *validity* of doctrine in the courts of our own country. It is said to be novel doctrine lately sprung up, and acted upon as a rule of decision in the English courts, since the period when English decisions have lost the weight of authority in the courts of the United States. It is this position which I shall now examine, acknowleding that I no not hold myself bound by such decisions made since the revolution although as evidence of what the law was prior to that period—I read and respect them.

The authority of the case of Hughes and Cornelius, the earliest we meet with as to the conclusiveness of a foreign sentence, is admitted, but its application to a question arising under a warrantry of neutrality, between the insurer and insured is denied. It is true that in that case the only point expressly decided was that the sentence was conclusive as to the change of property effected by the comdemnation. But it is obvious that the point decided in that case depended not upon some new principle peculiar to the sentences of foreign courts, but upon the application of a general rule of law to such sentences. The case as far as it goes places a foreign sentence upon the same foundation as the sentence or decree of an English court acting upon the same subject; and we have seen that by the general rule of a law, the latter, if conclusive at all, is so as *to the fact directly decided* as well as to the change of property produced by the establishment of the fact. Hence it would seem to follow that if the sentence of a foreign Court of Admiralty be conclusive as to the property, it is equally conclusive of the matter or fact directly decided. What is the *matter* decided in the case under consideration?—That the vessel was seized whilst attempting to break a blockade—in consequence of which she lost her neutral character; and the change of property produced by the sentence of condemnation is a consequence of the matter decided that she was in effect enemies property. Can the parties to that sentence be bound by so much of it as works a loss of the property, because it was declared to be enemies property, and yet be left free to litigate anew in some other form the very point decided from which this consequence flowed?—Or upon what just principle, let me ask, shall a party to a suit, who has once been heard, and whose rights have been decided by a competant tribunal, be permitted in another court of concurrent jurisdiction, and in a differentt form of action to litigate the same question and to take another chance for obtaining a differenr result.

I confess I am strongly inclined to think that the case of Hughes and Cornelius laid a strong foundation for the doctrine which was bent upon it, and which for many years past has been established law in England.—This opinion is given with the more confidence, when I had it sanctioned by the positive declaration of distinguished law characters—men who are of all others the best able to testify respecting the course of decisions upon the doctrine I am examining, and the source from which it sprung.

In the case of *Lothian vs. Henderson*, 3 Bos. and Pull. 499—J. Chambre speaking upon this point says, that the sentence of the French court was in that case conclusive against the claim of the assured, "agreeable to all the decisions upon the subject beginning with the case of Hughs and Cornelius, (confirmed as that was by the opinion of lord Holt, in two subsequent cases) & pursuing them down to the present period. It is true he observes, "that in Hughs and Cornelius the question upon the foreign sentences arose in an action of trover, and not in an action on policy of assurance, where the non compliance with a warranty of neutrality is in dispute. But from that period to the present, the docrine there laid down respecting foreign sentences has been construed equally applicable ble to questions of warrantry in actions on policies, as to questions of property in actions of Trover." Le Blanc J. says—"that these sentences are admissable and conclusive evidence of the fact they decide, it seems not safe now to question; from the time of Car. 2, to this day they have been received as such without being questioned. In the discussion of the nature of such evidence before the house in 1776, it seems not to have been controverted; and the cases I may say are numberless, and the property immense, which have been determined on the conclusiveness of such evidence, in many of which cases, the forms in which they came before the courts in Westminster Hall, were such as to have enabled the parties if any doubt had been entertained, to to have brought the question before a higher tribunal."

Laurence J. also speaking of the legal effect of a foreign sentence upon this point says—"as to which, after the continued practice which has taken place from the earliest period, in which, in actions on policies of insurance, questions have arisen on warranties, to admit such sentences in evidence, not only as conclusive *in rem*. but also as conclusive of the several matters they puport to decide directly, I apprehend it is now too late to examine the practice of admitting them to the extent to which they have been received, supposing that practice might upon the argument have appeared to have been doubtful at first."

Rooke J. Lord Eldon and lord Alvanly, all concur in giving the same testimony, that the doctrine under consideration had been established for a long period of years, by a long series of adjudications in the courts of Westminster Hall.

I cite this case for no other purpose but to prove by the most respectable testimony, that the case of Hughs and Cornelius decided in the reign of Car. 2, had by a uniform course of decisions from that time been considered as warranting the rale now so firmly established in England. And when the inquiry is whether the application of the principle laid down in that case to questions arising on warranties in actions on policies, be of ancient or modern date, I think I may safely rely upon the declarations of the English judges when they concur in the evidence they give respecting the fact It is true that no case was cited at the bar recognizing the application of the rule to questions between the insurer and insured prior to the revolution, except that of Fernandez and Da Costa, which I admit was a nisi prius decision. But were I convinced that the long series of decisions upon this point from the time of Hughes and Cornelius, spoken of by the judges in the case of Lothian and Henderson, had been made at nisi prius, it would not in my mind weaken the authority of the doctrine. It would prove the sense of all the judges of England, as well as of the bar, of the correctness and legal validity of the rule.

It is not to be supposed that if a doubt had existed respecting the law of those decisions, the point would not have been reserved for a more deliberate examination before some of the courts of Westminster, Hall. But the case of Fernandez and Da Costa receives additional weight when it is recellected that the judge who decided it was Lord Mansfield, and when upon examining it we find no intimation from him that there was any novelty at that day in the doctrine. To this strong evidence of the antiquity of the rule may be added that of Judge Butler, who at the time he wrote his nisi prius considered it as then established.

That the doctrine was considered as perfectly fixed in the year 1781, is plainly to be inferred from the case of Bernardi and Motteaux, decided in that year. Lord Mansfield speakes of it as he would of any other well established principle of law, declaring, in general terms, that the sentence, as to that which is within it, is conclusive against all persons, and cannot be collaterally controverted in any other suit.

The only difficulty in that case was to discover the real ground upon which the foreign sentence proceeded, and the court in that and many subsequent cases, laid down certain principles auxiliary to the rule for the purpose of ascertaining the real import of the sentence, in relation to the fact decided as between the insurer and insured. For if the sentence did not proceed upon the ground of the property not being neutral, it of course concluded nothing against the insured, since upon no other ground could the sentence be said to satisfy the warranty.

It was admitted by the counsel for the insured, that as between him and the insurer, the sentence is *prima facie* evidence of a non compliance with the warranty. But if they are right in their arguments as to the inconclusiveness of the sentence, I would ask for the authority upon which the sentence can be considered as *prima facie* evidence. Certainly no case was referred to, and I have not met with one to warrant the position. If we look to general principles applicable to domestic judgments they are opposed to it. We have seen that the judgment is conclusive between the same parties upon the same matter coming incidentally in question. The judgment of a foreign court is equally conclusive except in the single instance where the partiy claiming the benefit of it applies to the court in England to enforce it, in which case only the judgment is *prima facie* evidence. But it is to be remarked that in such a case the judgment is no more conclusive as to the right it establishes than as to the fact it decides. Now it is admitted that the sentence of a foreign court of admiralty is conclusive upon the right to the property in question; upon what principle, then, can it be *prima facie* evidence, if not *conclusive*, upon the facts directly decided. A domestic judgment is not even *prima facie* evidence between those not parties to it, or those claiming under them, and such would clearly be the rule and for a similar reason as to foreign judgments. If between the same parties the former is conclusive as to the right, and as to the facts decided, this principle, if applied at all to foreign sentences, which it certainly is, is either applicable throughout upon the ground that the parties are the same, or if not so, then by analogy to the rule applying to domestic judgments, the sentence cannot be evidence at all.

Upon the whole, I am clearly of opinion that the sentence of the court of admiralty at Barbados condemning the brig Fame, and her cargo as prize on account of an attempt to break the blockade of Martinique is conclusive evidence in this case against the insured to falsify his warranty of neutrality.

If the injustice of the belligerent powers, and of their courts, should render this rule oppressive to the citizens of neutral nations, I can only say with the judges who decided the case of Hughes and Cornelius, let the government in its wisdom adopt the proper means to remedy the mischief; I hold the rules of law when once firmly established to be beyond the controul of those who are merely to pronounce what the law is, and if from any circumstance it has become impolitic in a national point of view, it is for the nation to annul or to modify it. Till this is done by the competent authority, I consider the rule to be inflexible.

Judges Chase and Livingston dissented, and Judge Todd, not having been present at the argument, gave no opinion; so that this judgment is reversed by the opinions of the Chief Justice, Cashing, Washington and Johnson.

None of the Judges except Washington and Johnson gave the reasons of their opinions.

NASSAU, (N. P.) April 2.

GEORGE R.

Additional instructions to the commanders of our ships of war and privateers, and to the judge of our high court of (L. S.) admiralty, and to the judges of the courts of vice admiralty.

Given at our court of St. James's, the 26th day of November, 1807, in the 48th year of our reign.

Our will and pleasure is, that vessels belonging to any state not at war with us, laden with cargoes in any ports of the United Kingdom, and clearing out according to law, shall not be interrupted or molested in proceeding to any port in Europe (except ports specially notified to be in a state of strict and rigorous blockade, before our order of the 11th of November instant, or which shall hereafter be so notified) to whomsoever the goods laden on board such vessels may appear to belong: And we do further direct that vessels belonging as aforesaid, coming from any port in Europe, (except as before excepted) direct to any port of the United Kingdom, with goods for importation, shall not be interrupted in the said voyages, to whomsoever the goods laden on board the said vessels may appear to belong: And in case any vessel which shall be met with and asserted by her master to be so coming, shall be detained, on suspicion of not being really destined for this kingdom, such vessel shall be brought to the most convenient port in the course of her asserted destination, and the captors are hereby required to inquire with all convenient speed into the alledged destination; and in case any vessel and goods so brought in and detained, shall be proceeded against in our high court of admiralty, or in any courts of vice admiralty, we hereby direct that the same shall be forthwith restored, upon satisfactory proof being made that the cargo was coming for importation to a port of this kingdom.

By his majesty's command,

HAWKESBURY.

The Brigantine Mars, Eliphalet Chance master, which had been captured by H. M. S. Redbridge, lieut. Yeates commander, and claimed in behalf of Messrs. Stiles's, Doctor William T. Graham, and William Hollins, junr. of Baltimore, was on Tuesday last condemned by his honor the judge of the vice admiralty court, as good and lawful prize to the captors.

SALEM, April 22.

FEDERALISM OF THE EAST.

A letter from a gentleman at Columbia, to another in this town, gives the following list of votes for governor in the county of Washington, the extreme part of the district of Maine, viz:

	Gore.	*Sullivan.*
Machias,	118	39
Columbia,	62	9
Steuben,	61	9
Chandlersville,	43	3
Addison,	28	16
Chesterfield,	25	1
Harrington,	16	23

Eastport he had not heard from, but it was expected they would be about equally divided.

The above is an unequivocal proof of the decided federalism of the county of Washington. Though few in numbers, we hope their good example will have some effect in animating the exertions of the federalists throughout the state in the choice of representatives. The character of the next legislature is all-important, as it may decide that of the next president.

NEW-YORK, April 29.

The election closed last evening; but we could not procure the returns in time for this day's paper. There is too much reason, however, to fear that the result will be unfavorable to the REAL friends of America.

[*N. Y. Gazette.*]

Captain More informs, that a British convoy of 30 transports, with troops, arrived at Bermuda from England on or about the 26th of March; and, after landing one regiment, proceeded with the rest of the troops for Halifax and Canada. The Carnation brig had also arrived, in seven days from the Chesapeake.

To the Editor of the N. Y. E. Post.

SIR,

Having seen in the American Citizen of this morning, a paragraph stating that the Sailors from the British Packet had marched up to the Sixth Ward with the *American Flag flying, shouting "No Republicans, down with the Jacobins."*

I beg leave, through the medium of your paper, to contradict this scandalous and barefaced falsehood, as I can assure you my men had something else to do than attending the Polls, and were at work on board my ship until six o'clock that evening.

I remain, sir,

Your most ob't & very humble serv't,

JAMES HARVEY,

Commanding H. B. M. Packet Princess Mary.

New-York, April, 28th 1808.

City and county of New-York ss.—Nathaniel M. Parsons of the fourth ward in said city, being duly sworn, saith that the assertion made in the Citizen, of this morning, with respect to the American flag being borne by men belonging to the British packet, is an absolute falsehood, without the least colour of truth, that this deponent held and supported the flag at the sixth ward, where it was insulted and abused, that he this deponent is a native American, born in the state of Massachussetts, and that he does not know or believe that a single person of the party which accompanied him when he carried the American flag as aforesaid, was a subject of any foreign nation.

N. M. PARSONS.

Sworn this 28th day of April, 1808, before me. ANDREW S. GARR,

Notary Public.

We understand the collector of the port received by this mornings mail, a copy of the *last* supplementary embargo law interdicting the coasting trade. Application we are told was made by a gentleman this forenoon to the Deputy collector, to know if a vessel with a cargo of flour, could be cleared out for New-London. The answer was, no.

FEDERAL GAZETTE

AND BALTIMORE DAILY ADVERTISER.

MONDAY, *MAY* 2.

Ship Golconda, arrived at N. York in 48 days from Liverpool, brings dispatches from Mr. Pinckney to our government.

We issue the Gazettee at a very early hour this morning, that the Citizen-Soldier may receive it before he enters on the military exercises of the day.

Mention was made in a number of papers that on board of a vessel which lately sailed for England from New York, sixty guineas were paid by a passenger for the privilege of *sleeping* in the long boat. It appears that it was a fact as far as related to the occupancy of the boat, but the passage money was not paid by, but for, the passenger, and as for the sleeping part, the subject will sleep during the whole voyage, and for a much longer period, as he happened to be enclosed in a *coffin*. [*Oracle.*]

London Female Fashions for March, 1808.

A round walking dress of white cambric, or brown velvet, made to fit close to the form, laced behind, and reaching to the edge of the throat, where it is finished with a broad plaiting of French net, or antique ruff of scolloped lace. Long full sleeves, trimmed at the edge of the wrist with correspondent cuff, and broad hair, or coral bracelet. A Zealand coat of ruby, purple, or crimson velvet, made without a collar, flowing loose from the shoulders, and tied or confined with a broach in the centre of the bosom, ends rounded in front, and reaching the bottom of the petticoat behind; trimmed entirely round with a full and rich ermine—Turban hat of the same material as the coat, turned up all round the crown with a figured satin ribband. Hair cropt behind, and flowing in irregular curls in front. Shoes of crimson velvet, and gloves of York tan.

PORT OF BALTIMORE.

From the Merchant's Coffee-House Books.

Arrived, schr. Fame, Patterson, 7 days from New-York—brandy—John Okely.

Also, schr. John, Finigan, from Charleston—rice and cotton—N. Rogers, Junr.

Port of New York, april 29.

ARRIVED,

Ship Golconda, R. R. Crocker, Liverpool, 48 days
Charles, Burnett, Isle of Wight, 48
Magistrate, Kem, Savannah, 8
Schr. Hiram, Olcott, Havana, 6
Lively, Cadfair, Savannah, 6
Majestic, Smith, Philadelphia, 6
Sloop Polly, Moore, Bermuda, 14
Eliza, Ricords, Norfolk, 3

CLEARED,

Brig Venus, Parker, Sagharbour
Schr. *Remittance, Morton,* *Baltimore*
Susan, Moffat, Washington

Ship Golconda, R. R. Crocker, in 48 days from Liverpool, salt, coal, crates and dry goods. April 9 spoke sch'r Polly, of Marblehead, and at the same time saw several schooners at anchor on the Banks. Passenger, H. Taylor, esquire, with DISPATCHES from Mr. Pinkney for the secretary of state.

Ship Charles, Burnet, from London, and 48 daye from the Isle of Wight, salt. Left ships Logan and Holland Trader, both of New-York; and Montezuma, of Philadelphia.

Sloop Polly, Moore, 14 days from Bermuda, in ballast. Left sloop Paragon, for New-York, next day; ship Bordeaux Giffrod, from Marseilles, waiting; ship Thomas, Everet, from Barbados, ditto; brig Eliza, Mitchell, from New-York, for Martinique, cleared, but was obliged to sell his cargo there; a brig from *Baltimore*, for Charleston, with sugar and molasses on board, blown off, and put in there in distress; brig William, from Salem, loaded with corn and provisions, blown off, and put in very leaky. Flour TWELVE dolls: and plenty; corn 2 dolls. A British convoy of 2 frigates and 30 sail of transports arrived at Bermuda on the 26th of March, and landed 800 troops, and proceeded to Halifax and Canada. The brig Carnation had also arrived from the Chesapeake.

Port of Philadelphia, April 30.

[No arrivals at this port yesterday.]

CLEARED,

Ship Xenephon, Row, Boston
S. Carolina, Myrick, Charleston
Philip, Williams, Charleston

Savannah, April 15.

ARRIVED,

Ship Dispatch, Holland, Liverpool
Charleston, Hall, ditto
Louisiana, Pelor, New-York
Brig Argo, Newell, Liverpool
Sch'r Discovery, Ray, Philadelphia
Rattle & Snap, Emery, Newbern N. C.
Federal George, Kerk, *Baltimore*
Nat & John, Bacon, Salem
Sally, Meekins, St. Mary's
Dispatch, Rogers, Hardwick
John Henry, Childs, Charleston
Sloop Regulator, Hay, ditto
Cynthia, Price, ditto
Polly, Fowler, St. Mary's
Polly & Betsy, Bolles, Hardwick
Fish, Wing, Brunswick

CLEARED,

Ship Georgia Planter, Southwick, Boston
Adonis, Moore, New-York
Nancy, Hobbs, *Baltimore*
Brig Betsy, Sneed, Philadelphia
Luna, Starr, New-York
Amazon, Copp, ditto
Sch'r John Henry, Childs, Charleston
Good Intent, Allen, Providence, R. I.

Port of Washington, N.C. April 19.

Entered, schr. Industry, Edwards, New-York
Sloop George Washington Feeks, Norfolk
Cleared, sloop Victory, Butman, Providence, R. I.
Plato, Stone, New-York
Schr. Hrrriet, Sackett, *Baltimore*

Louis Pise,

No. 40, N. FREDERICK STREET,

MINIATURE PAINTER AND DRAWING MASTER, from Italy,

Has the honor to inform the Ladies and gentlemen of the City of Baltimore, that he will teach Drawing at twelve dollars per quarter, and three Dollars entrance, for private Lessons, and ten Dollars per quarter in the schools, and 3 entrance, the scholars finding themselves every thing necessary for drawing. He has been two years in this city and during that period he taught Drawing at madame La Combe's, Mr. Knox's, and Mr. with Browne's School. He will teach painting water colors for the same terms if required. Likenesses painted in a very good style on the lowest terms. All attention will be paid to those who will honor him with their patronage He also Teaches Oil Painting, on different terms.

may 2. eo1t||

Strayed from the subscriber

living in North Charles street, near St Paul's Church, a brindle buffelow COW, heavy with Calf: has a white Spot in her forehead, and some white under her belly, and on the tip of her tail, which is very long. Whoever takes up said Cow and brings her home, or gives me information so that I get her shall receive one Dollar and fifty cents reward.

JOHN DONADLSON.

May 2. eo4t

City Commissioner's Office,

BALTIMORE, May 2, 1808.

NOTICE IS HEREBY GIVEN,

That the City Commissioners will meet on FRIDAY Next, the 6th instant, half past 9 o'clock, A. M to establish so much of the eastermost boundar lines of Lots No. 107, & No. 108, situate on Frederick-street, as affects the westermost boundary line of Lot No 192, situate on Harrison-street, on the west side thereof, also, the north and South boundary lines of Lot No 192, as aforesaid.

Those who are interested are requested to attend with the surveyor, land-marks and papers necessary to establish the same.

By order.

SAM: VINCENT, Clerk.

may 2. d4t

Baltimore and Frederick-town Turnpike Road Office.

The President and Managers have this day declared a dividend for the last six months, of four per cent. on all full paid stock.

The dividend will be paid by the treasurer of the company, on the 5th instant, at the bank of Maryland.

J. LEWIS WAMPLER, Sec'ry.

may 2 d4t

Baltimore Theatre.

Mr. COOPER'S 5th NIGHT.

MONDAY EVENING, May 2,

Will be presented, a Celebrated Comedy, (not acted here these 3 years) called

The Wheel of Fortune.

By Richard Cumberland.

After which an Interlude, in honor of the day, first time called

Effusions of Patriotism!

Consisting of Singing, Dancing, &c &c in which will be introduced, A Perspective view of A Military Encampment, Troops under Arms, Infantry, Cavalry, &c.

Song—"Fragrant Chaplet's for the Soldier's brow prepare," Mrs. Seymour. A Pas seul, En Militaire, by Master F. Durang.

Song "The Standard of Freedom" trumpet accompaniment, the words by Mr Mills, the Music by Mr. J. Cole of this City, Mr. Robins.

Dance, A Hornpipe by Miss Hunt.

Song "Harvest Home," Mr. Jacobs.

Song "The Host that fight for Liberty," written by Mr. Mills, the Music by Mr. Minecky, by Mrs. Mills in character of a Female Volunteer.

A Characteristic Dance, by Masters Harris, Durang, A Durang, Cunningham, Miss Hunt, Mrs. Durang, &c.

To conclude with

A GRAND EMBLEMATICAL TRANSPARENCY,

Designed by Mr. ROBINS, and painted *Expressly for the occasion*, by him, assisted by Mr. STEWART.

The centre of the picture represents an AMERICAN OFFICER in full uniform, supported on the right by WISDOM, on the left by JUSTICE, holding a ribbon bearing the following inscription—"*Wisdom in our Councils—Strength in our Defenders, and Justice in our Cause.*"—On the top of the painting THE EAGLE OF LIBERTY, is represented bearing the SHIELD OF THE UNITED STATES, with a label in which is inscribed

"BALTIMORE VOLUNTEERS."

To which will be added, a much admired Comic Opera in two acts, called

The Poor Soldier.

May 2.