John Galey

EASTERN-SHORE WHIG AND PEOPLE'S ADVOCATE.

VOL. VI.---No. 15. EASTON, MD.---TUESDAY MORNING, DECEMBER 10, 1833. WHOLE No. 292.

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TUESDAY & SATURDAY MORNING.
(during the Session of Congress,)
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EDWARD MULLIKIN,
PUBLISHER OF THE LAWS OF THE UNION.

THE TERMS
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No subscription discontinued until all arrearages are settled, without the approbation of the publisher.
ADVERTISEMENTS not exceeding a square, inserted THREE TIMES FOR ONE DOLLAR, and twenty five cents for each subsequent insertion—larger advertisements in proportion.

UNION HOTEL,

Denton, Maryland.

THE subscriber having taken the house opposite the Court House in Denton, and having opened it as a public house, takes this method of saying to his friends and the public generally that he is prepared to entertain travellers and others in a manner which he hopes will be satisfactory to any who may be so good as to give him a call.

His table will at all times be furnished with the best the market can afford. His bar is stored with the best of Liquors. His stables are in good order—his ostlers good. He hopes his friends will call and see him.

JOSHUA CLARKE.

Denton, Md. Sept 3, 1833.

N. B. Private parties can at all times have private rooms.

Travellers can at all times be accommodated with horses and carriages to carry them to any part of the peninsula. J. C.

MARYLAND
Talbot County Orphans' Court,
21st day of November A. D. 1833.

On application of George W. Leonard, administrator of John C. Leonard, late of Talbot county, deceased—It is ordered that he give the notice required by law for creditors to exhibit their claims against the said deceased's estate, and that he cause the same to be published once in each week for the space of three successive weeks, in one of the newspapers printed in the town of Easton.

In testimony that the foregoing is truly copied from the minutes of proceedings of Talbot county Orphans' Court, I have hereunto set my hand, and the seal of my office affixed, this 21st day of November, in the year of our Lord eighteen hundred and thirty three.

JAS. PRICE, Reg'r.
of Wills for Talbot county.

IN COMPLIANCE WITH THE ABOVE ORDER,

NOTICE IS HEREBY GIVEN,

That the subscriber of Talbot county hath obtained from the Orphans' Court of Talbot county, in Maryland, letters of administration on the estate of John C. Leonard, late of Talbot county, deceased; all persons having claims against the said deceased's estate, are hereby warned to exhibit the same with the proper vouchers thereof to the subscriber, on or before the 27th day of May next, or they may otherwise by law be excluded from all benefit of the said estate.

Given under my hand this 21st day of November, A. D. eighteen hundred and thirty three.

GEO. W. LEONARD, Adm'r.
of John C. Leonard, deceased.

nov 28 3w

NEW GOODS.

RICHARD P. SPENCER

BEGS leave to inform his friends and the public generally that he has just received and is now opening

A new and handsome assortment of

FALL AND WINTER
GOODS,
CONSISTING OF

Cloths, Cassimeres, Cassinetts, Flannels, Rose and Point Blankets, English Merinoes, Calicoes, Merino, Thibet Wool and Valentia Shawls, Hosiery, Gloves, &c. &c.

—ALSO—

GROCERIES, HARDWARD AND QUEENS WARE,

among which are some full setts of Dining & Tea China, all of which he will sell on the most accommodating terms for cash or in exchange for Country Kersey, Lindsey, Feathers, &c.

He respectfully requests the public generally to call and look at his assortment.

Easton, Nov. 5.

NEW YORK CONSOLIDATED LOTTERY, Extra class No. 37 for 1833.—To be drawn, Wednesday Dec. 11, 1833. 66 Number Lottery—10 Drawn Ballotts.

GRAND SCHEME.

1 Prize of	25,000	20 prizes of	$500
1	10,000	20	400
1	4,180	50	200
1	3,000	56	100
2	2,500	112	50
2	2,000	112	20
2	1,500	2240	16
20	1,000	15400	8

Tickets $8. Shares in proportion.

At the truly Lucky Lottery office of
P. SACKET,
Easton

dec 3

WAS committed to the jail of Queen Ann's county on the 16th day of September, 1833, by William Harper, a justice of the Peace, in and for Queen Anns county, as a runaway, a colored man who calls himself JOHN DINGOES—says he was born free, and emigrated from France to this country. Said John Dingoes is about thirty years of age, five feet four inches high Had on when committed, a blue round jacket and linen trowsers.

The owner (if any) of the above described colored man is requested to come forward prove property, pay charges, and take him away—otherwise he will be discharged according to law.

THOMAS SUDLER, Shff.
of Queen Ann's county.

dec. 7 2m

Lectures on Astronomy.

MR. McKEE will commence a Course of Lectures on Astronomy, on Wednesday, 4th of December, in the Methodist Protestant Meeting House, Easton. The course will consist of twelve, to be delivered on Wednesdays and Fridays, at seven o'clock, P M; during which the history and all the general principles of this delightful science will be explained, and illustrated with diagrams

The following are among the particulars:—The figure, magnitude, motions, zones, climates, latitude and longitude, gravity and atmosphere of the Earth —The Solar System—Planetary motion—the annual and diurnal motions of each of the Planets, with their magnitude, satellites, and distances from the Sun.—The nature, magnitude and motion of the Sun. The changes of the moon—Theory of the Tides—Comets—Fixed Stars—Galaxy, &c &c.

Tickets for admission to these Lectures may be had at the Post Office, and of James Parrott, Esq

Ticket for a family	$5 00
for one person	3.00
for one lecture	50

Easton, Nov 12, 1833.

Congressional Globe.

In the sheet (which will be found at the several Post offices at which we have subscribers) is presented a specimen of the paper and typography, through which, after the meeting of the next Congress, we propose to mend the appearance of the Globe. No other newspaper in the United States will be found, after that period to surpass, and very few to equal, the beauty of its mechanical execution; and, we trust, by peculiar care and increased industry, to make it more worthy than it has hitherto been, in other respects, of the extensive and munificent subscription which has so enlarged its dimensions and improved its texture. To the liberal patrons of the Globe, who have followed it with their favor from a feeble semi weekly, printed at a job press, until it has become handsomely established, in an excellent office, *of its own*, with presses, types, and "all appliances to boot," we trust the unremitting efforts which we have made, as our gradually increasing means have permitted, to render it worthy of the encouragement they have afforded, will be taken as proof that we are not wanting in grateful feeling for past support, nor in the *spirit* to deserve and win it, for the future, however we may fail in the requisite ability.

The present enlarged and improved publication, it will be observed by the prospectus annexed, will be given to subscribers, after the 1st of December, on the same terms on which the Globe has hitherto been furnished to subscribers.

In addition to the *Daily and Semi Weekly, and Weekly*, heretofore issued, it will be observed, that we propose to publish "*a Congressional Globe*," exclusively devoted to the proceedings and debates in Congress. This paper will be printed at the close of every week, during the session of Congress, and will contain, in regular series, a succint and clear account of the proceedings of each day, together with a brief and condensed report of the speches made on every topic brought under discussion. In preparing these outlines, it is our purpose to employ industrious Reporters, who will take Lloyd's Report of Debates of Congress of 1789, as a sample for imitation—and will also avail themselves, whenever it is permitted, of the notes of the speakers themselves, to prepare the sketches.

We will also endeavor, if the space will allow, to give, in the Congressional Globe, the more elaborate and finished orations upon questions of great moment, as prepared by members themselves, for the public. We hope to be able to effect this, by using brevier type, and the greatly increased page now presented. In affording this weekly paper at the rate of *one dollar*, for all the numbers printed during the session, we may boast of affording the most important information, at the cheapest possible price, and we look for a reimbursement for our labor and trouble, in a very minute profit, upon a very extensive sale and circulation of the numbers. That the subscription should be paid in advance, is therefore, rendered indispensable, and we throw ourselves upon the generosity of our friends, and ask the favor of them to volunteer their exertions to favor our object;—and we especially solicit from the Editors with whom we exchange, a gratuitous insertion of this notice, together with the annexed terms.

THE TERMS OF THE GLOBE.

Congressional Globe, *published weekly during the session of Congress*, presenting a nett abstract of the proceeding of the Senate and House of Representatives in regular series, from day to day, with brief reports of the discussion of every debated question.	$1 per session.
Daily Globe,	$10 per annum
Semi Weekly Globe,	$5 "
Weekly Globe,	$2 50 "
For less than a year.	
Daily per month,	$1
Semi-weekly, per month,	50 cts.

ON THOUSAND DOLLARS!—AGRICULTURAL SWEEPSTAKE, FOR TALBOT and DORCHESTER COUNTIES.

A Sweepstake proposed to the Agriculturists of Talbot and Dorchester counties, on one continuous acre, "a parallelogram," of "Indian Corn," *shelled*, to be grown the ensuing season.

Measurement of land, and corn shelled, to be attested on oath. Twenty dollars entrance money to be paid by each competitor, on or before the first day of March, into the hands of one of the Editors of the Easton or Cambridge newspapers, of which due notice shall be given, on or before said day, to Martin Goldsborough, of Talbot, or Joseph E. Muse, of Dorchester.

The stake entered shall not be withdrawn unless six shall not have entered, by the said first day of March; in which case all shall be void—nor shall the number exceed fifty.

Nov. 12, 1833.

N. B.—The Editors above named may promote a good interest by a few insertions of the proposition.

Bible Society Notice.

The Rev'd. IRA A. EASTER, a Missionary of the Maryland Bible Society in Baltimore, will attend at the Court House in Easton on Tuesday next, 10th December, at 11 o'clock, A. M. to disclose to the citizens of Talbot, who may be so kind as to meet him, the object of his visit—and he invites a general attendance of all denominations of christians.

NOTICE.

The Commissioners for Talbot county will meet on TUESDAY the 10th of December next. All persons having claims for teaching, under the late law of the State of Maryland, are requested to bring in their accounts properly authenticated for settlement.

By order,

THOS. C. NICOLS, Clk.
to Commiss'rs. for Talbot co.

dec 3 2w

Farm for Sale.

THE subscriber offers for sale his FARM in Queen Ann's county, containing about 400 acres, now occupied by Mr John C. Wootters. The land is kind, and susceptible of considerable improvement, by judicious cultivation; the improvements are in tolerable good order. Persons disposed to purchase are invited to view the premises. For terms apply to Mr. William Stevens, merchant, Centreville, or to the subscriber.

JOHN W. JENKINS.

Talbot county, may 28th tf

From the Western Monthly Magazine.

THE SAC INDIANS.

I could relate many anecdotes to show the friendly feelings entertained towards our government and people by the Sacs—feelings which, whether of fear or kindness, have rendered them wholly submissive, and which nothing but the most unprovoked aggression on our side, could have kindled into hostility I will only at this time repeat one, which occurred during my first voyage, reserving others for a future letter

One day, when the boat stopped to take in wood, some of us strolled up to the house of a Mr D. a respectable farmer from Pennsylvania. He had been living here several years, at a spot distant from any settlements, and without a single neighbour. Upon our inquiring whether he felt no alarm in residing thus alone in the vicinity of the Indians, he replied that his family had formerly experienced much uneasiness, but they had long since become satisfied that there was no ground for apprehension. He was convinced that the Sacs, their nearest neighbors, so far from being disposed to injure the whites, were cautious and timid of giving offence. In support of this opinion he related the following anecdote.

His house stands on a high bank of the Mississippi, and the family were one day much alarmed by discovering a large number of Indians passing up the river in canoes. They passed along in the most disorderly manner, some paddling their little vessels, and others strolling along shore, but the majority evidently intoxicated. It was the latter circumstance which caused alarm. The Indians had been to St. Louis to receive their annuities; and had procured a sufficient quantity of whiskey to render them unsafe visiters. They continued, however, straggling along in larger or smaller parties all day, without stopping. At night, one of them, a young warrior, of prepossessing appearance, came to the house, and in the most respectful manner, asked permission to sleep upon the floor of the cabin. Mr. D. although by no means pleased with his guest, knew not how to refuse. The Indian warrior was invited to supper. A plentiful meal, such as composed the ordinary repast of the family, was placed before him, and having satisfied his hunger, he wrapped himself in his blanket, threw himself on the floor before the fire, and went to sleep In the course of the night, Mr. D happening to go out, discovered some Indians lying in the bushes not far from the house; without disturbing them, he proceeded in a different direction, where he found another party; they were strewed, in short, entirely round his dwelling. The fact of being thus surrounded, the concealment & the silence of the Indians, all conspired to awaken suspicion, and he passed the night in no small degree of uneasiness He arose early in the morning; his Indian guest also started up, gathered his blanket around him, and took his leave; first, however, explaining to Mr. D that he belonged to a party of Sacs who were returning from St. Louis, and that many of them being intoxicated, it had been thought proper to station a guard round Mr. D's house to protect him and his property from injury He added that if any depredations should be discovered to have been committed by the Indians, the chiefs would pay Mr. D. the full amount. Such an example of the care taken by the chiefs of this tribe to avoid giving umbrage to the whites, affords the highest testimony, either of their friendship for our people, or their respect for our power.

The Sac and Fox tribes inhabited, at that time, a beautiful tract of the country in Illinois, upon the borders of Rock river. Those two tribes are usually mentioned in conjunction, because the Foxes, many years ago having been nearly exterminated in a war with some of their neighbors, the remnant of the nation, too feeble to exist as a separate tribe sought refuge in the Sac villages, and have remained ever since incorporated with the latter people They are a fine looking race of people, and are well disposed towards the whites. They have long been divided, however, into two parties, one of which is friendly to our government, while the other, called the *British band*, is under the influence of the British traders. It has always been the policy of the latter, to keep the Indians upon the western frontier in a state of disaffection towards the American people, and by these means, to secure to themselves an undue proportion of the fur trade. So long as it should remain difficult upon our part to gain access to the tribes, and our intercourse with them be liable to interruption, jealousy, and distrust, so long would the British trader possess an advantage over us in relation to this traffic.—The British Fur companies, whose agents are numerous, intelligent and enterprising, have always acted on this policy and the English officers in Canada, both civil and military, have given it their sanction. Almost all the atrocities which have been committed on our frontiers by the Indians, within the last fifty years, have been directly or indirectly incited by the incendiary agents of that mercenary government. The *British band* of the Sacs and Foxes have been in the habit of visiting Malden annually, and receiving valuable presents—presents, which being made to a disaffected portion of a tribe residing not only within the United States, but within the limits of a State, could be viewed in no other light than as bribes – the wages of disaffection. Black Hawk, though not a chief, is one of the most influential individuals of the *British band*.

From the Globe.

R. B RANDOLPH.

The excitement which bad men are attempting to produce out of the case of this individual, makes it proper that the facts connected with his account, shall be laid before the public.

John B. Timberlake was Purser of the frigate Constitution, and died while that vessel was lying at Port Mahon, on the 2d day of April, 1828. He had in possession as Purser at the time of his death, upwards of eleven thousand dollars in gold and silver, a quantity of public stores, and also a quantity of private stores always kept by Pursers for sale to the ship's company.

Mr Randolph was appointed acting Purser, and all Mr. Timberlake's money, public stores, and the private stores held by him as Purser, together with his books and accounts were delivered to Mr. Randolph.

Mr. Randolph proceeded to pay away that money, to distribute the public stores and sell the private stores.

The ship arrived in the United States in July 1828, and he proceeded to settle his account with T. Watkins, then Fourth Auditor, in October of that year.

In that settlement he did not charge himself with any of the money left by Mr. Timberlake, nor with any of his public stores, nor with the proceeds of his private stores sold to the ship's company. This settlement left him in possession of a large sum of money, $9 000 of which he took home to Richmond in a draft from the U. S. Branch Bank in Boston, where the public money to pay off his ship's company, was deposited, on the Richmond Branch.

Mr Randolph, at the time he presented his own account, also lodged in the Fourth Auditor's office the account of his predecessor, Mr. Timberlake; but although prior to his own, it was not then settled. On being taken up for settlement in 1829 it was found to be in utter confusion, without any account current, abstract or any other paper to point to vouchers or disclose their amount, many of the Books missing, and some of them mutilated, so that the defects in the account could not be obviated. Mr. Randolph had not placed with them any inventory, account, or other paper to show that Mr Timberlake had, at the time of his death, left a dollar of money, or a particle of property, public or private, except the account of sales of a small amount sold at Boston — Consequently, Mr Timberlake's account was not credited with a single dollar on account of the money and effects which had passed into the hands of Mr. Randolph, except the sales as above stated, and was found in arrears more than *fourteen thousand dollars*.

His representatives questioned the justice of the settlement, and an investigation was commenced which disclosed the facts that have already been adverted to.

A Court of Inquiry was called to investigate Mr Randolph's conduct *as an officer*, and that Court after making all deductions of sums which he might, *by possibility*, have paid for the benefit of Mr. Timberlake's estate, even $600 alleged to have been paid in 1829, long after the account was settled, to Mr. Norman the steward of Mr. Timberlake, and afterwards Mr. Randolph's partner in the profits of the pursership, found that he still had in his hands, not accounted for in any other way accounted for, about *four thousand dollars*.

This Court had no control over his accounts and no authority to adjust them. It was a *mere military tribunal* After it had made its report, the accounting officers of the Treasury availed themselves of the evidence elicited by it to act on the account. Out of their action arose the following correspondence. As every item on the debit side of the account is described in the Fourth Auditor's first letter, and every item claimed by Randolph is copied in to his last, it is deemed unnecessary to publish the accounts themselves. When it is considered, that the recent proceeding against Randolph is "*required*" by the express words of the law, it is believed that no honest or frank man, when he reads this correspondence, will say that he has been dealt with more hardly than he deserves.

TREASURY DEPARTMENT,
Fourth Auditor's Office, 8th March, 1833.

SIR: By the evidence accompanying the proceedings of the late Court of Inquiry in your case, it appears that upon the death of John B. Timberlake, purser of the U. S. ship Constitution, in April, 1828, you, as his successor in the pursership, received public money left by him to the amount of $11,483 at least, with which you did not charge yourself in your account as purser, and which appears never to have been accounted for to this office. It is now charged to you and you are requested to render an account of its expenditure, with legal vouchers.

It also appears by similar evidence, that you disposed of public slops left by Mr. Timberlake, to the amount of $178 75, which has been passed to your credit. Being an obvious error, superinduced by your own account, it has been recharged to you.

It also appears, that you claimed and received a credit for $622 44 on account of public slops, alleged to have been returned into the Navy Store, at Charlestown, Massachusets, when in fact, the article so denominated, was a quantity of linen belonging to your private stores, and was not purchased of you by any competent authority for the public use.—It is still deemed to be your private property, and the credit allowed has been re-charged.

It also appears, that the stores sold by you to the ship's company, the price of which is carried into the column of "advances in money" on your pay roll, consisted in part of articles belonging to your predecessor, and in part of articles belonging to yourself. What amount belongs to his credit and what to yours, it is impossible for me to ascertain without an inventory of his goods on the one hand, or your bills of purchase abroad, and a bill of articles on hand at the close of your service on the other. That you may be required to separate your appropriate credits from those which belong to your predecessor, you have been re charged with all your advances, amounting to $12,943 98. Upon furnishing the evidence adverted to, so much of this sum as belongs to you, will be restored to your credit, and the balance carried to the credit of your predecessor.

Very Respectfully, &c.
AMOS KENDALL

Lt. R. B. Randolph, U. S. N.—Present.

The items mentioned in this letter make up the sum of $25,229 17, for which Randolph has lately been sued and arrested. The justice of these charges was fully acknowledged by him in the following reply:

WASHINGTON, March 12th, 1833.

Sir: Your note of the 8th inst. has been received. I recognize without exception, the justice and equity of the charges made against me subject to the offsetts and explanations I am able to make. I am now engaged in collecting and filing, in order, the accounts in my possession, and will most cheerfully account with the Department on the terms indicated in your communication to me.

With due respect,
R. B. RANDOLPH.

The Hon. Amos Kendall,
4th Auditor, &c. &c. &c.

WASHINGTON, 8th April, 1833.

To Mr. AMOS KENDALL, 4th Auditor.

Sir: I now have it in my power to deliver into the Department of 4th Auditor, my account with the estate of John Timberlake, late Purser of the United States Frigate Constitution, duly authenticated: with the account are four papers therein referred to marked A B. C. D. A balance is struck upon this account in my favor of $170 78.

I flatter myself that this business is now fully concluded; having thereby fully complied with the requisitions of the late Court of Inquiry.

Yours, &c.
R. B. RANDOLPH.

TREASURY DEPARTMENT,
4th Auditor's Office, 8th April, 1833

Sir,—I have received your letter of this date enclosing an account current between you and the estate of John B. Timberlake, Esq. with papers A B. C. and D. The account current and accompanying papers are herewith returned. I have no power to settle accounts between you and the estate of John B Timberlake. For the money and public property, and so far as applied to public use, the private property, received by you at the time of his death, you are accountable to the United States. If you have any claims against the United States, or rather the Navy Department, to be presented as a set off against the charges against you on the books of this office, I shall be happy to credit them when presented in due form and with proper vouchers.

Very Respectfully, &c.
AMOS KENDALL.

Lt. R. B. Randolph, U. S. N.—Present.

WASHINGTON, 11th April, 1833.

Mr. Amos Kendall, 4th Auditor, &c.

Sir: Your last communication to me was immediately submitted to my counsel, who at once recognized the validity of your objection to the acceptance of the account I had transmitted under different advice, and in pursuance of his advice, I have conformed to your views, and with the modification suggested by you, I transmit the enclosed, with a hope that it may receive your early attention. I must add, that the embarrassment and expense I have been subjected to, by the course of my superiors in the service, renders it to me a matter of the greatest solicitude to bring this long controversy to a close. You are aware, Sir, that the disputed ground was not of my seeking, and that if a more advised course had been adopted, between me and the Government, no difference would have arisen.—From the examination of my accounts, and that of the late Purser Timberlake, I am authorized to say, by my counsel, that he fully believes that neither I or my predecessor is in

I have the greatest desire that you will review my accounts, with the speed which your engagements will admit, and allow me relief from the thraldom to which I conceive I have been very unnecessarily subjected.

Respectfully,
R. B. RANDOLPH

TREASURY DEPARTMENT,
Fourth Auditor's Office, 11th April, 1833.

Sir: Your letter of this date with the account current, and papers A. B. C. D E and F are at hand. Although it does not comply with the requisitions of my letter of the 8th ult. in scarcely any particular, yet it shall be immediately taken up and considered.

Very respectfully,
Your obedient servant,
AMOS KENDALL.

Lt. R. B. Randolph, U. S. Navy—Present.

TREASURY DEPARTMENT,
4th Auditor's Office, 16th April, 1833

Sir,—The account current and accompanying papers rendered by you on the 11th inst. have been carefully examined and I now communicate to you the result. This account current appears to be the same paper, with two items added, sent to me on the 8th inst. with the following caption, viz

"Dr. Estate of John B. Timberlake, late purser of the Frigate Constitution in account with Lieut. R. B. Randolph, Cr."

This caption appears to be torn off and the following substituted, viz

"Dr. The United States in account with Robert B. Randolph, late acting purser of the U. S. Frigate Constitution, Cr."

To the account with the former caption, is attached the affidavit of Thomas Norman, dated the 6th inst. in which he swears to "the foregoing account as being just and true to the best of his knowledge and belief." To the account with the latter caption, the same affidavit is left attached; so that an affidavit that it was "a just and true account" with "the estate of John B. Timberlake" is now made to imply that it is a "just and true account" with "the United States."

The account now rendered is not, therefore, the account to which Mr. Norman made affidavit, nor can it derive any confirmation from that testimony. But I frankly declare, that had the affidavit been made directly to this account, I should not have considered it of any value. Lt. Paine stated in the Court of Inquiry, that Mr. Norman told him that he was to share with you in the profits of the Pursership, and a payment to him of $600 alleged to have been made by you on Mr. Timberlake's account, long after your return to the United States, sustained by no evidence except his own statement, forms an item in your account current. He can, therefore, be considered in no other light than as a witness in his own case; and this consideration, with the prejudiced, and vindictive feelings he has displayed towards the representatives of Mr. Timberlake, are sufficient, in my opinion, to deprive his testimony of the weight which is due to that of a disinterested and unbiassed witness. I shall, therefore, proceed to examine the several items of your account in reference to other evidence.

The first item is in the following words, viz.

"To this amount paid to the officers of the U. S. ship Constitution at Port Mahon, see list (A.) $8,430 75

On recurring to list (A.) I find a schedule of the names of certain officers, with a certain sum placed opposite each, making in the aggregate $8,430 75, without receipts or any other evidence, as to the time, manner or amounts of the alledged payments.

In relation to the first item of this list, it appears to be composed of the credits entered to Commodore Patterson on the officers' receipt book of Mr. Timberlake under date of 31st March, 1828. These entries are in the following words, viz:

"March 31, eighty dollars,	$80 00
" sixteen dollars,	16 00
" six hundred and seventy four dollars, forty three cents.	674 43

The aggregate is $770 43 as now charged by you. The two first entries appear to be in your hand wring and the last in Mr. Norman's. As the money of Mr Timberlake was not delivered to you until the 3d of April, it is evident that you could not have paid any of it to Commodore Patterson on the 31st March.

By your account with him filed with the proceedings of the Court of Inquiry. I perceive that you paid him in six doubloons on the sixteenth day of April, the amount of the two first items $96. This is evidently the same money, and it has already been passed to your credit in Commodore Patterson's account upon your pay roll

In relation to the other item of $674 43 in Mr Norman's hand writing, Com Patterson testified before the Court as follows, viz: "I showed him (Norman) the charge of $674 43 in my account on that book and asked him what it meant, never having received such a sum, and he could give me no explanation." And he produced his accounts with Mr. Timberlake, and yourself from July, 1827, to July 1828, showing that he had received no such sum It hence appears, that of the first item in this list, $96 have already been passed to your credit, and $674 43 have never been paid.

Negative proof equally conclusive might be adduced to show, that you can have no claim either legal or equitable, to a credit for other items and parts of items composing this list; but it is wholly unnecessary, because it is incumbent on you to prove the affirmative.

The second item in your account current is as follows, viz: "Amount paid to discharged men at Port Mahon (as per pay roll admitted by the Court,) $3,246 91"

That which is here called a *Pay Roll*, is a mere list of men without signature or approval who appear to have been discharged on the 31st of March, 1828, at Port Mahon.

The sums paid to each of the men respectively, appear to have been transferred to Timberlake's final Pay and Receipt Roll, where they are all receipted to him. This Roll, so receipted, was brought into this office by yourself, and the whole amount passed to the credit of Mr. Timberlake, without explanation or objection from you You now allege that you paid the money and took the receipts to Timberlake, and Com Patterson is under the impression that such is the fact.

When, by a regular voucher furnished thro' you, your predecessor has obtained a credit, how can I now, upon the mere impressions of others, take that credit from him and give it to you?—Have not his representatives a right to demand that this credit, regularly given upon legal and complete vouchers which have been rendered by you as correct, and which, if incorrect, have cost them himself, shall be permitted to stand. It appears to me that such a demand on their part, would carry with it irresistible justice, at least until not only their payment by you shall be fully proved, but you shall also clearly show the amount of property as well as money left by him, which you received at Mahon, and that you have made a proper disposition of it.

The third item in your account current is as follows, viz:

"Amount paid Orfila (a bill admitted) $2,259 50."

This bill is in the following words; viz:

"U. S. Ship Constitution,
"Daniel T. Patterson, Esq. Captain,
"To James Orfila, Dr.

"To making 73 jackets and 73 pr. trowsers at 17 rs.	$124 10
" " Lining at 3 rpte per jacket	21 90
" " Trimming at 3 rs. pte.	21 90
" " Linen for 73 suits a 9 rpte.	65 70
" " Making a waistcoat,	3 09
" " Lining,	30 00
201¼ yards blue cloth a $3½ per yard,	704 13½
	968 64½
"To making 103 suits, a 17 rpte, $175 00	
" Lining 103 suits, a 3 rpte 30 90	
" Trimmings do a 3 rpte 30 90	
" Linen for said suits at 9 rs. 92 70	
" 103 yards blue cloth a $3 50 per yard, 991 43	
	1320 8 13½
Or,	$2259 50

"Approved,
"DANIEL T. PATTERSON."
"MAHON, the 15th March, 1828.

"Received from John B. Timberlake, Esq. Purser U. S. Ship Constitution, two thousand two hundred and fifty-nine and 50-100 dollars in full, for the above account.

JAMES ORFILA."

"Witness,
"JOHN POPE."

There is an error in carrying out the last item of this bill.

Although made out against the Frigate Constitution, it is a bill for Purser's private stores, and has never been passed to the credit of Mr. Timberlake.

It is receipted to Mr. Timberlake, under date of 15th March, 1828, more than two weeks before his death. Orfila, in a deposition procured by me, states, that he delivered to you the clothing, the making of which is charged in this bill and that you paid him the money. By other evidence it appears, that so far as relates to the delivery of the clothing to you, he is in error; but it is the impression of Commodore Patterson, that you paid the bill. Whether such be the fact or not, I do not perceive how the accounting officers of the Treasury can give you a credit for it. In the first place, it is a private bill against Mr. Timberlake, paid by you, if paid at all, after his death, and without competent authority. In the next place, by the only vouchers produced, it appears to have been paid by Mr. Timberlake himself, more than two weeks before his death. The evidence that he paid it, is at least as strong as the evidence that you paid it;—and if that evidence be incorrect, it is your fault, in not taking the proper receipt. Being in every point of view, a private matter, involving contradictory evidence, you claiming the credit on the one hand, and Mr. Timber-

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