

The Gazette.

PHILADELPHIA, TUESDAY EVENING, DECEMBER 2.

For the GAZETTE OF THE UNITED STATES.

To Messrs. FRENEAU & PAINE, printers of the Daily Advertiser in Charleston.

I have seen, gentlemen, in the public prints of this city a piece signed "A Suffering Merchant," and taken from your paper of Nov. 6th. I know nothing about the object of this publication; but its obvious tendency being to induce a belief in the people of this country, that the captures of their property by the French, proceed not from the injustice of that nation, but from the negligence of our own government, I have thought it proper to address a few remarks to you on the subject; and I request the favour of you to republish them in your Gazette.

This writer states that the English part of the sea-letter, given to our vessels pursuant to the 25th and 27th articles of our commercial treaty with France, is not a just translation of the French part; and this is the negligence on the part of our government, which he supposes may have given rise to the deceptions of the French.

But it is to be remembered that the French part is also inserted in the sea-letter, which is made out in four languages, French, Spanish, English and Dutch. This French part is precisely conformable to the model annex to the treaty; and as that is the part particularly addressed to the French cruisers and ships of war, whose commanders are not supposed to understand English, surely the variations in the other part cannot be material as it respects France.

To put this matter in a clearer light, I would ask whether a sea-letter, in which the French part should agree with the form annex to the treaty, and the English, Spanish and Dutch parts, or either of them be wholly omitted, could be objected to by France? certainly not: for the treaty simply requires that there should be a sea-letter conformable to the model annex, without declaring that it shall be in this or that language. But surely if the English part might be altogether omitted without invalidating the sea-letter, it cannot be affected by any irregularity in that part, while the others are in due form.

This idea is further confirmed by observing, that the treaty, though executed in French and English, is expressly declared to have been "originally composed and concluded in French." Hence when any dispute arises about its construction, the French is always resorted to, and the meaning of the terms is fixed according to their sense in that language and not in English.

The main object of the treaty, moreover, in this part of it, is to provide a mode of proof by which, to use its own words, it may appear "that the vessel belongs really and truly, to the subjects of one of the contracting parties." In order to accomplish this object, the article stipulates, "that in case either of the parties should be engaged in war, the vessels belonging to the subjects or people of the other ally, shall be furnished with sea-letters or passports, which shall express the name, the property, and the burden of the vessel, as well as the name and residence of the master." And this passport it adds, shall be made out according to the form annexed. Here it is obvious that the use of the passport is to ascertain the property, and that the material parts of it are the name, property and burden of the ship, and the name and residence of the master. Not a word is said about a list of the crew, or a role d'equipage, which was in no degree necessary to this object; and the annex form was referred to not as a precedent, which must be exactly copied, but as a model, a direction to point out the manner in which this passport should be drawn up.

This was evidently the light in which Mr. Jefferson viewed the matter; for in the original copy, annex to the treaty, there are several alterations in his own handwriting made by him while Secretary of State, in order to accommodate the model to the style of our government.

Now it will be found, by referring to the English part of the passport as stated by your correspondent, that, although not an exact copy of the French part, it nevertheless contains all the above mentioned material points, the name, property and burden of the vessel, and the name and residence of the master. Consequently it complies substantially with the treaty, to the benefit of which, even standing alone, without the French part, it would be sufficient to entitle our vessels.

The part omitted relates to the list of the crew, and security to observe the marine ordinances, without which formalities no French vessel, according to the laws of France, could obtain a clearance in the ports of that country. These circumstances, therefore, were naturally mentioned in the French part of the sea-letter, because without them the sole object of the paper, viz. the proof of the vessel being French property, could not be accomplished, nor any passport given. But it would have been idle to insert them into our part of the sea-letter; because our laws required no such formalities. In order to obtain a clearance or passport among us, no list of the crew, nor any security to observe the marine laws, were necessary; and therefore it would have been foolish to talk of them in the sea-letter.

In short the sea-letters and passports of each nation state the circumstances respectively necessary, by its laws, for proving the property of vessels; but through great caution, and the more completely to avoid disputes, our sea-letters contain both forms, our own and the French: if the first be deficient, surely it may be supplied by the second.

As to the role d'equipage, which your correspondent speaks of, I would observe, that no such thing is required, or even mentioned, by the treaty. The form of the sea-letter states that the captain "shall enter in the proper office" a list of his crew; but this entry is to be made in the office where he obtains his passport, and not carried with him to sea; and if this regulation referred to our vessels, which evidently is not the case, still the passport itself would be proof that all the requisite formalities had been complied with before it was granted.

The marine ordinance, of France, particularly those of 1702 and 1744, require that neutral vessels in time of war shall be furnished with a list of the crew and passengers, containing their names, place of residence, &c. This list they call a role d'equipage. But their commercial treaty with us, made in February 1778, dispenses with this formality by expressly declaring that the fealty and passport shall be sufficient, and omitting to make any mention of the role d'equipage. In July 1778, the French government published a regulation respecting "neutral vessels in time of war;" and this regulation repeats and enforces the provisions made by former ordinances concerning the role d'equipage.

But this regulation, which was the act of one party alone, could not alter the treaty, without the consent of the other: nor was it intended by the French to produce any such effect; for it is expressly confined, in its operation, to "neutral vessels navigating in time of war." The United States, at that time, were not neutral: they were engaged in the war, on the side of France; and therefore this regulation could not have contemplated them.

This subject, of the role d'equipage, is extremely well explained in a decision of one of the French admiralty courts on the case of the brig John, which was captured by a French privateer for want of a role d'equipage. This ground of capture was declared unjust, and the brig was acquitted. The decision may be found at length in the Philadelphia daily advertiser of Nov. 17th, or about that time, to which I refer such of your readers as have not seen it.

not with the feenas of France renewed in this country. They will never hold their lives as gifts from any nation, especially from blood-thirsty Frenchmen; from men who insulted and spit upon our venerable President; who inflected our neutrality and raised an alarming rebellion in our country, who have never ceased persecuting, degrading and reviling the American name, and American measures; told us we were a divided nation, and threatened to appeal from the administration to the people, as if the administration was not the free choice of the people. Yes, Americans, Frenchmen are those who now capture and condemn your commerce and fellow citizens without the formalities of trial; who doubtless are at the bottom of Blount's conspiracy, instructed the Spaniards to withhold the polls contrary to the Treaty; tampered with the Indians on the frontiers, and advised them to sharpen their tomahawks and make ready their arrows for war, who have poured upon you the vilest torrents of abuse, and whose crimes, villainies and perfidies are unparalleled in the history of nations.

Such, citizens, are the men with whom you have to deal. On your conduct, your happiness or misery depend. If you wish to be stricken with poverty and overwhelmed with taxation, then like the Hollanders, be cowardly, servile and mean. If you wish to secure tranquility to your country, or die with glorious expectations, then be sober, vigilant and independent, like the inhabitants of Switzerland. I trust you are men. I hope you will prove yourselves worthy the cause in which you are engaged. Then your altars will not be violated, the ashes and mouldering bones of your forefathers will not be thrown into the air, nor will the grey hairs of your beloved WASHINGTON, wave on a pike to the wind. But, calm and collected, the descendants of the heroes of Bunker-Hill, Trenton, and York-town, will move to the field, and like the old Sword of WASHINGTON, brightened in the blood of your enemies, will gleam in the air, and like the plume of Henry the fourth, guide you to glory and victory.

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POST-OFFICE, Philadelphia, 4th Dec. 1797. Letters for the British Packet Carver, Capt. Taylor, for Falmouth, will be received at this office until Tuesday the 5th inst. at 12 o'clock noon.

Imported in the brig Eliza, Capt. HASTIE, from Bourdeaux; a large quantity of a very superior quality, White Superior Wine in Cases, Olive Oil in harkets of 12 bottles each, White and coloured Kid Gloves, do. Silk do. A few pipes of Bourdeaux Brandy, &c.

Six Cents Reward. RANAWAY, this morning, December 1, from the Subscriber, an indentured boy, named WILLIAM ASHBY, about 5 feet, 6 or 7 inch high, fair complexion, heavy brows, speaks thick, round made. Had on when he went away, a blue coat, black vest, blue trousers. This is to caution the public not to credit him on my account, as I will not pay any debts of his contracting after this date. Any person harbouring him, or employing him, shall be prosecuted to the utmost rigour of the law; all masters of vessels are cautioned not to take him away at their peril; any person apprehending him and lodging him in jail for that his matter may get him again, shall receive the above reward and no charges paid by.

To be sold at the Merchant's Coffee-House, On Wednesday the 13th of December at 7 o'clock in the evening, one certain bond or obligation dated July 16, 1795, signed by John Love of Alexandria for £6110 Virginia currency, payable on the 31st of October last past, to Stocklee, Donnellon or his assigns—which Bond the said Donnellon assigned to James Grant, under whose power of attorney this sale will be made. For further particulars apply to the subscribers. FOOTMAN and Co. Auctioneers. Nov. 28. 41. 21. 41.

To be Sold at Public Vendue, (If not before disposed of at private sale) On Monday the first day of January next, at six o'clock in the evening, at the Merchants' Coffee House, in Philadelphia, Twenty-Six Thousand Seven Hundred and Eighty acres of LAND, in the State of New-York, between the northern bounds of Pennsylvania and the Susquehanna, now, or late in the townships of Hamilton and Warren, and county of Montgomery. One fourth of the purchase money to be paid at the time of sale; for the residue credit of one, two and three months, will be given, on interest and good security. Dec. 1. 41. 21. 41.

To be Sold at Public Vendue, (If not before disposed of at private sale) On Monday the first day of January next, at six o'clock in the evening, at the Merchants' Coffee House, in Philadelphia, Forty Thousand Nine Hundred and Thirty-Nine acres of LAND, in Green county, Commonwealth of Pennsylvania, on the Waters of Fish and Wheeling Creek, and to Mile Run. These lands are fertile, well improved and abound in coal; they were sold ten years ago for 50 per acre, and in 1789, except 2,500, which were purchased in 1792; the greatest part of them were surveyed in 1783.

The City Dancing Assembly, Is unavoidably postponed till the 14th inst. Dec. 2. 11. 41. 21. 41.

LOST, YESTERDAY in Market, Chinua, South Second, Third, or Dock street, a small Oval Red Morocco Pocket Book, containing 2 Bank Notes of Five Dollars each, and one of Ten Dollars. Also, a paper, the contents of which are not recollectd. Whoever will deliver it, with its contents to Mr. James O'Ellers, at his Hotel, shall receive Five Dollars Reward. Dec. 2. 11. 41. 21. 41.

NOTICE, ALL persons concerned are hereby notified, that the subscribers intend to apply for a renewal of the undermentioned lost certificates of Stock in the Bank of the United States—He forwarded them under cover of a letter addressed to John Anley, of London, by the ship Bacchus, capt. George, which left this port in June last for London. But that ship having been captured on her passage and sent to France, the above letter and inclosures have failed in their destination.

Three certificates, viz. Nos. 26325, 26326, 26327, each for four shares, dated January 1st, 1797, and issued in the name of Henry Grace, of Tottenham Highcross, Great Britain. ZACCHEUS COLLINS. Philadelphia, November 3. 21. 41. 21. 41.

To be Sold, The time of a Negro Boy, About fifteen years of age, has seven years yet to serve: he is an excellent house servant, active and healthy. Enquire of the Printer. December 2. 41. 21. 41.

LAW BOOKS, Latell London and Dublin Editions. H. & P. RICE, Booksellers, No. 16, South Second, and No. 50, Market Street, HAVE just received by the late arrivals from London and Dublin, their foreign importations, consisting of a variety of the latest and most approved Law Books, which, added to those already on hand, form the most extensive collection ever offered for sale in this country. They therefore beg leave to notice, that from the nature of their connection in Dublin, they are enabled to sell Irish editions (as they have hitherto done) at the very lowest prices. The following are among the latest publications.

Vesley, Junr's Reports in Chancery, 2 vols. Peake's Cases at Nisi Prius; Ridgeway's Reports in the time of Lord Hardwicke; Boyer's Reports in the Ecclesiastical Courts; Barton's Treatise on a Suit in Equity; Field's Practice of the Court of King's Bench in Personal Actions, 2 parts complete; Ward's Law of Nations; Cruise on Uses; modern Reports, 11 vols. London edition. H. and P. Rice expect to receive by the next arrival from New-York the 4th vol. complete of Darnford and Esh's Reports; the 2d part of Gilbert's Law of Evidence by Loff, and a number of new publications. June 26.

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