

These assertions I aver to be groundless; and in proof, I refer to the following copies of receipts, the originals of which are deposited with Mr. Laban Bronson, at 57, in Maiden-Lane, formerly one of my agents under the contract, for inspection of those who may wish explicit satisfaction on this head.

No. 1. Received, Carlisle, 2d April, 1791, of Colonel William Duer, by the hands of Colonel George Gibson, five hundred dollars, on account of provisions to be furnished by me to the army of the United States.

Signed, JAMES SMITH.
500 Dollars.

No. 2. Received, Philadelphia, April 19, 1791, of William Duer, Esq. three hundred dollars, in post notes, which I promise to deliver to Mr. James Smith, near Carlisle, taking duplicate receipts therefor.

Signed, HIPPOLITE MALARTIC.

N. B. The receipt of this sum is acknowledged in Mr. Smith's account.

No. 3. Received, April 17th, 1791, of Colonel William Duer, four hundred and seven dollars and forty-eight ninetieths, on account of supplies for the troops raising at Winchester in Virginia.

Signed, JOHN KEAN.

No. 4. 13th April, 1791, Received of William Duer, two thousand dollars, to be applied in purchasing supplies for the troops on the western frontiers, and for which I promise to account.

Signed, JOHN NEVILL.

2000 Dollars.

Exclusive of the above sums, I paid many of Mr. Nevill's drafts, previous to the time at which the committee stated he had received no money, as will appear by his account, deposited with Mr. Bronson, and made large advances to several other persons, for supplies, to be furnished at Pittsburgh, and other places; the proofs of which are too voluminous to be inserted in this publication.

Here I might rest the defence on these points, but the following proofs of a more decisive nature, from 5 to 9, prove how much I had at heart an honorable fulfilment of my contract; and that the measures which I took for this purpose, were not only successful, but acknowledged by public documents, lodged in the war office, which the committee might have seen, if an impartial investigation had been the object of their researches.

No. 5. Instructions to Laban Bronson.

Sir,

The confidence I have, from past experience in your activity, and regard for my interest, has induced me to appoint you my principal agent for managing all purchases on my account in the western country, not only on account of the contract, but on account of the French emigrants.

In managing the former, you will act according to your own discretion, and for my best interest; in the latter, you will from time to time govern yourself by such special instructions as you shall receive from me.

Your principal and immediate attention must be devoted to supplying all the posts under the contract for the space of four months and procuring a complete supply of salted provisions for the months of May and June next, preferring pork, if you can obtain it. To enable you to commence your operations, you have herewith in Philadelphia bank bills, fifteen hundred dollars, and a letter of credit on my agent Mr. Joseph Hardy, at Philadelphia, directing to pay your drafts on him, drawn at not less than ten days sight, for 1500 dollars. You have likewise an order on Mr. Ludlow, directing him to pay into your hands what monies he may have undisposed of, of my last remittance, and all that he shall receive from the French emigrants, who are under a convention to pay me for provisions supplied them. With these resources, and that of the merchandize in the care of Mr. Swan (and who must dispose of them under your directions solely) I have no doubt you will be able to execute the objects entrusted to you. If further means are necessary, inform me instantly, and you shall have them.

Immediately on your arrival at Buffaloe or Fort Pitt, you will give notice to Gen. Harmar of your commission, the prospects you have, and the measures you propose adopting, and you will at the same time transmit to me the same intelligence.

From the funds entrusted to Mr. M'Farland, previous to his death, and those in the hands of Mr. Fowler, I am persuaded considerable supplies must have been procured. Obtain, as soon as possible, for me, a state of all purchases or contracts made on my account and of the deliveries in consequence, specifying the special nature of the deliveries, and the posts at which they have been received. This you will obtain through Mr. Israel Ludlow, who is appointed to superintend all the issues, and whose province it will be to visit the respective posts. Although from Capt. Mills' letter to me it is most probable that a sufficient supply has gone to Post Vincennes, yet it will be necessary to ascertain this circumstance with precision, and to supply any deficiency

in such mode as you may think most advisable.

In short, sir, in executing the business intrusted to you, you will consider yourself unfettered by any other considerations than a regard to my interest which is inseparable from an honorable fulfilment of my contract: and you will use every exertion to retrieve any loss of credit, or reputation which I may have suffered from the fate of Mr. M'Farland, or from the scandalous insinuations of such persons as wish my contract to fail.

As the season of the year renders the execution of the office you have undertaken extremely fatiguing, and detaches you from the private pursuits you had in contemplation, I will allow you for two months service which you have promised to devote to me, one hundred dollars per month, exclusive of your reasonable travelling charges, and before the expiration of that time I will think of a proper character to succeed you. You have herewith a special commission for the purposes mentioned in those instructions, which you will communicate when circumstances may render necessary, and a general letter of credit to Mr. Willis at Buffaloe, who I doubt not will give you any aid in executing the trust reposed in you. I am, &c. yours with esteem,

WM. DUER.

Mr. LABAN BRONSON.

In order that some parts of this letter may be more clearly understood, it is necessary to mention that it was written in consequence of a former agent's sudden death; and the effect which it was supposed it might have on the supplies of the army at a very critical period, the Ohio river was frozen that year much earlier than usual; a small part of the necessary supplies had been sent down previous to that event, and a clamorous representation had been made to the heads of the Treasury and War departments, of my utter inability to supply the contract.

From what quarter, and with what views those representations were made; I shall probably have occasion to shew at a future period.

No. 6. Return of provisions on hand, May 25th, 1791, at and near Pittsburgh.

Total—Twelve beeves, 2356 lbs. of Pork, 792 lbs. of bacon, 3395 barrels of flour, 8628 1-2 gallons of whiskey, 23 boxes of soap, 100 pounds of candles.

N. B. This return was transmitted to the War-Office, and from that department to me.

No. 7. Abstract of provisions for the army, sent forward to the several posts under the contract for 1791—also, shewing the quantity on hand, July 28, 1791.

Total sent forward—13 bls. of pork, 12257 1-4 lbs. of pork, 17 bls. beef, 39842 lbs. beef, 2674 bls. flour, 1366 kegs flour, 3243 gallons whiskey, 561 kegs ditto, 6e28 3 4 gallons ditto, 1549, lbs. candles, 2150 1-2 lbs. soap, 10 1-2 bushels salt, 197 gallons vinegar.

Total on hand—138 bls. flour, 374 kegs of flour, 1068 gallons whiskey, 16 kegs do. 140 lbs. candles, 9200 lbs. soap, 43 1-2 bushels salt, 190 gallons vinegar.

The above is exclusive of what has been issued to the troops, at Whelon, Buffaloe, Rackoon creek, Fort Pitt, (Reed's, Johnston's and Loyal Hanon's stations up the Alleghany river) also to the troops on their passage down the Ohio, and 28 head of beef cattle on hand at Fort Pitt, and 25 head at Muskingum.

No. 8. Return of provisions on hand the 12th day of December, 1791—at Fort Washington.

400 barrels flour, 30,000 lbs. salt beef, 100 gallons whiskey, 21 boxes soap, 10 bushels salt. Issues at this place per day, 600 rations.

Copy. (Signed) EDWD. EVANS.

No. 9. Extract of a letter from Francis Mentges, Esq. inspector of the troops of the United States, to the Secretary of War, dated Fort-Washington, June 2d, 1791.

"The present contractor has supplied the several posts with good and wholesome provisions; and great quantities of provision is on hand."

True extract,

Copy. JOHN STAGG, jun. Chief Clerk.
N. B. This extract was transmitted to me from the War-Office.

From the above documents the following facts are clearly established:

1st. That as early as the 25th of May, there was collected at Pittsburgh, (exclusive of other articles of supply) 2395 barrels of flour, and 8628 gallons of whiskey, which is equal to 469,420 complete rations of flour, and 552,192 complete rations of whiskey; whereas the amount of rations required for the troops whilst on the expedition, did not exceed, by General St. Clair's requisition, 360,000 rations.

2d. That previous to the 28th day of July, there had been forwarded to the army (exclusive of all the subordinate posts, being in the mean time victualled) 2674 barrels, and 1366 kegs or half barrels of flour, and 9271 gallons of whiskey, equal to 657,972 complete rations of flour, and 593,344 complete rations of whiskey.

3d. That from the first of January, 1791, at the time my contract commenced, to the 2d of June following, before any of the supplies above stated could have arrived at the army, all the posts under the contract had not only been supplied with GOOD AND WHOLESOME PROVISIONS, but that GREAT QUANTITIES OF PROVISION WERE ON HAND.

4th. That after the return of the army from the expedition, and only nineteen days previous to the expiration of my con-

tract, which was on the 31st day of December last, 400 barrels of flour, and 30,000 lbs. of beef were on hand at head quarters, for a garrison of 600 men; which is equal to 133 days supply of flour, and 53 of meat. It is unnecessary to mention my supplies of beef, because the reports acknowledge A PLENTIFUL SUPPLY OF MEAT: this article being furnished from Kentucky, is not included in the Pittsburgh returns.

There remain two other charges, which require some notice.

One, that there was a TOTAL FAILURE in the supply of horses, which occasioned the commander in chief to direct a purchase of betwixt six and seven hundred, for which he ordered my agent to draw bills on me, and of which I refused payment. This charge, so far as it respects my failure, is as void of foundation as the other: But, AT PRESENT, I shall content myself with observing—

1st. That previous to the order issued by Gen. St. Clair, Mr. Wilkins an agent SPECIALLY EMPLOYED FOR THIS PURPOSE, was purchasing the number of horses which was judged necessary for the expedition, when I undertook the supply; and that this circumstance was publicly known in camp.

2d. That I have made actual payment many months since, for all the horses purchased by this gentleman, agreeably to my contract with him—and

Lastly. That the loss of horses, and any interruption in the regular supply of flour, is not imputable to the causes stated by the committee; but to some of a very different nature, and for which I am not responsible; and that probably this want of flour existed principally on the retreat, after the victors had got possession of all the provision.—If the limits of a newspaper would admit of my introducing the whole testimony necessary to support these points, in that incontestible manner, which it is in my power to do, other obvious considerations restrain me from it at this time, I recollect on this occasion, an observation made by Dr. Franklin to Mr. Morris, when superintendant of the finances, on a controversy about money, with the Count of Vergennes, in which, after stating the Count's objections, the Doctor shrewdly observes, that he could have easily refuted all he had said, but that if he had GOT THE BETTER OF THE ARGUMENT, he should have GOT NOTHING ELSE. I shall conclude on this head with observing, that the TRUTH OF THIS CHARGE may easily be judged of, by the ACCURACY OF THE OTHER PARTS OF THE REPORT OF THE COMMITTEE on those points where the means of official evidence, in direct opposition to what they have stated, were within their reach. As to the last point concerning the due bills issued by my agent, and which is the only remaining one which deserves any comment, I shall be but short.

The report states as an article of the contract, "that the officers had an election of drawing the whole of the rations, to which their rank entitled them, or of receiving the contract price of them, in cash, &c. &c. This is not so. There is not a single article of this kind, or a single expression in my contract, which can be tortured to imply such an engagement.—In proof of this, my original contract is left with Mr. Bronson for the perusal of those who wish to be satisfied as to the truth of this bold assertion. Indeed such an obligation would be too absurd for any contractor to subject himself to;—for if this election was to be in the officers of an army, as the Contractor could not know when their fancy or wants might lead them to prefer one to another, he would be under the necessity of double advances for the same object; one for the officers rations, the other of cash to pay for them, if not demanded, and what would be still worse, he would not only run the risque of having the undrawn rations on his hands, but if he paid for them at the contract price, have according to an old saying, his labor for his pains. All that has ever been usual in this case has been for the officers, and Contractor to agree: which has generally been done by allowing in cash, not the contract price, but what the ration was estimated to cost at the place where the officers were entitled to receive it; this order originated in an intention to make me pay to the officers what they had no right to exact; as will appear by the following extract of my agent's letter to me on this subject, dated Sept. 26th, 1791.

"General St. Clair has ordered the quarter master of the different battalions to include all the rations allowed the officers in their returns, and directed the commissaries to issue due bills for the rations not drawn, which it is expected will be paid by you. I should be glad you would give me your directions on this head, and let me know at what rate they are to be paid; for I don't think you ought to settle them at the contract price; there is no clause in the contract that can oblige you to do it."

Such are the charges and insinuations made against me by the committee; and such the evidence I offer to invalidate them.—If it be asked how Congress come to direct a publication of this nature, tending to criminate individuals without knowing in what manner the charges against them had been substantiated, I reply that the report was foisted in the last day of the session, when many members were absent, and the imagination of the few present so much on the wing homewards as to prevent the exercise of that cool reflection which in general marks the proceedings of that respectable body: "Thus wretches hang, that jurymen may dine." As to the motives of the reporters they appear sufficiently obvious. I presume they thought it consistent with policy and even with established precedent, that on this occasion some victim should be marked out as an object of popular resentment. It would not do to charge Congress as the author of the calamity, because they are *foul birds* which *betray their own nests*.

It would not do to charge the President (at least directly) because his unremitting attention in executing with the most scrupulous exactness as well as ability, every part of his executive functions, and a conviction of this on the public mind preclude all hopes of success from such an attempt. It would not do to charge general St. Clair; first, because a former committee of Congress had made a very sorry figure in such an attack:—

And secondly, because he was present to vindicate himself—Who then so proper to attack as myself?—None—First, because I was a Contractor: and Contractors, from custom immemorial, always bear the blame of lost battles; Secondly, because my misfortunes had subjected me to popular prejudices, and of course it was no great crime to charge me with an additional burthen; And lastly, because I was absent, and of course not capable of defending myself.

In these points of view (if I may be permitted to use a little jocularly a grave observation of the committee, and perhaps with as much propriety at least as they do) their order of march appears to have been judicious and their ground of action well chosen.

WM. DUER, late Contractor
for the Western Army.

New-York, 17th May, 1792.

KEENE, (N. H.) March 22.

Advantage of a Red Nose.—We hear from Enfield, in the upper part of this county, that as two men were crossing a pond in pursuit of a Moose, one of them being thirsty, and perceiving a hole which had been cut through the ice by some fishermen, he stooped down to drink, but being possessed of a long red nose, a fish supposed he had some bait, and made bold to snap at it, when the man suddenly throwing his head back, drew out a Trout which weighed three pounds four ounces.