

Heister saying shingles about the bargain

AMERICAN PATRIOT.

"To speak his thoughts,
Is every Freeman's right."

BELLEFONTE, SEPTEMBER 8, 1817.

DIED—On Monday evening last, in this borough, Mr. George Carothers, aged about 45 years. The deceased was formerly a preceptor at York, Pa. but has been for some time past a clerk in one of the public offices at this place; and by his amiable disposition and gentlemanly deportment, had acquired (among strangers) the esteem and good wishes of the most respectable citizens of this neighborhood. His funeral was attended by a large procession of the inhabitants of the borough, and his interment performed with military and masonic honors.

Harrisburg Oracle.

From the Bradford Gazette.

The deposition of Nathan Ballard, taken before John M. Kean, Esq. one of the associate judges of Bradford county.

BRADFORD COUNTY, SS.

Before me, John M. Kean, one of the associate Judges in & for the county of Bradford, personally appeared Capt. Nathan Ballard, of the township of Burlington, in the county aforesaid; who being duly sworn deposed and said, that on or about the 14th day of June last, being then in the employ of Maj. Ezra Long, of Troy township, in the aforesaid county of Bradford, running lumber to market down the Susquehanna river, and being landed a short distance above Middletown, in Dauphin county, was informed that Gen. Heister, of Reading, Berks county, was there, who wished to purchase a quantity of shingles for his own immediate use;—that on hearing the name of Heister, this deponent enquired particularly whether it was the same Joseph Heister, who was held up as a candidate for governor, and answered in the affirmative, that it was the self same man—that Maj. Long went where Mr. Heister was, and in a few moments returned to the raft where this deponent was, in company with Mr. Heister, that the following conversation then ensued, viz: said Heister, what price do you ask for your shingles? Long replied, that the shingles were put up by measure, were generally wider than common, and that they might not hold out in full number by count, nevertheless they would lay as much roof as one thousand shingles of the ordinary width; said Long you may have my shingles at eight dollars per thousand by measure, or I will count them to you at ten dollars per thousand.—Mr. Heister then observed that he was well pleased with the shingles, but had that morning sent his carpenter to Harrisburg, to purchase shingles; that his carpenter would return in a few hours and provided he did not purchase, that he the said Heister would purchase Mr. Long's shingles, and requested Maj. Long to wait the return of his carpenter. Long then again observed to Mr. Heister;—I presume Gen. there is no misunderstanding between us about the shingles;—you are to have the shingles at eight dollars per thousand as put up by measure, ten dollars if counted, which was conceded by Mr. Heister. A perfectly fair understanding appeared to exist between the parties,—and according to the request of Mr. Heister, Mr. Long waited with his hands for Mr. Heister's carpenter, who after some hours returned from Harrisburg, but had made no purchase. The carpenter after examining the shingles told the hands belonging to the raft to put on shore such bunches of shingles as he should mark, which was accordingly done to the amount of ten thousand. That Mr. Long then started to the house where Gen. Heister was, at a Mr. Bombargers,—who this deponent understood to be a tenant of Mr. Heister's but soon met Mr. Heister coming towards the raft and returned to said raft, Heister then said he believed there was some mistake about the shingles and that he must have them counted for eight dollars per thousand,—said Long, Gen. you know there was a fair bargain and an explicit understanding on the subject; you were to give ten dollars if the shingles were counted or eight if you took them by measure; and I cannot agree now to have them counted at eight dollars; then said Heister I will take the shingles—Long told Heister after a fair contract and being detained there on expense some time and the shingles being put off at his orders he considered such treatment ungentlemanly and unfair; Heister then offered to be at the expense of having the shingles put on the raft again; Long replied, that his business was to dispose of his lumber as soon as convenient. Heister again declared that he would not take the shingles—neither will I take them said Long, and as it was a fair contract, Long said he would soon be in a way of getting his money, if he had to follow him the said Heister, into Berks county; you then mean to sue me said Heister; indeed I do said Long if you do not pay me; you

cannot frighten me in that way said Heister; (about this time Long gave orders to his men to prepare to start on immediately) Heister finding that Long would neither be frightened nor baffled by him, said, I will take the shingles but never will buy any more from you. Heister appeared to be somewhat in a passion and called Long a shrewd Yankee, and left the raft and walked towards his lodging; Long called to Mr. Heister, and said, General, I presume you know you have not paid me for those shingles; Heister said yes, I know I have not paid you for the shingles (this being on Saturday evening) and that he could not pay him until after the bank in Middletown opened on Monday morning following Long said he would call on him on Monday morning, but where shall I find you, said Long; at this place was Heister's answer (meaning the house of Mr. Bombarger) that on Monday morning they were informed by Mr. Bombarger that Gen. Heister had started for Reading, the day previously, being on the Sabbath day, and had left with Mr. Bombarger, Eighty dollars to pay for the ten thousand shingles, in the most depreciated paper that circulates in our country, on various distant and interior banks in the states of Maryland, Virginia, Ohio and Pennsylvania, none of which was at par, and some much under par. This deponent further states that he was the more precise and particular in observing the conduct of Mr. Heister in the above transaction and indeed the more surprised knowing him to be a candidate for the office of Governor, and that in the opinion of this deponent the transaction on the part of Mr. Heister was not only disgracefully penurious and mean, but was strongly marked with intentions of dishonesty;—this deponent further said that consciously considering it a duty which he owes to himself and fellow citizens to submit to the public, and solemnly attest to the foregoing candid statement of facts, especially at a time when this said Joseph Heister is held forth for public suffrage a candidate for the important office of governor of Pennsylvania; and as corroborative of the foregoing statement this deponent refers the public to Maj. Long of Troy, and David Edwards of Springfield township, who were both present and equally known to the whole transaction.

NATHAN BALLARD,

Sworn and subscribed before me, August 1, 1817.
JOHN M. KEAN.

Sheriff's Sale.

BY virtue of a writ of *Fi Fa* to me directed will be exposed to public sale, on Monday the 15th inst. at the house of Robert Mitchell, in Patton township, Centre county, the following property, viz: horses, cows, sheep, hogs, grain, hay and sundry other property. Seized and taken in execution as the property of said Mitchell and to be sold by

Wm. ALEXANDER, Sheriff.

Sept. 2.

For Sale.

THE subscriber offers for sale a valuable Ore Bank, well opened, only about 500 loads have yet been taken out. The ore is of an excellent quality, and is supposed to be almost inexhaustible. From one to ten acres of land will be sold with it, as may best suit the purchaser. For terms of sale apply to the subscriber living near the property.

JOSIAH LAMBORN.

Patton township, Aug. 26, 1817.

Caution.

THE Public are cautioned against purchasing from Josiah Lamborn, the Ore bank and land advertised by him for sale in the American Patriot of this day, as his title to the land in question will be contested by

JOSEPH MILES.

Bellefonte, Sept. 1, 1817.

Creditors take notice,

That we have applied to the Court of Common Pleas of the county of Centre for the benefit of the Insolvent Act, and the court have appointed Wednesday the 17th day of September next, at the Court house in Bellefonte, for a hearing of us and our Creditors, when and where you may attend if you think proper

BYARD ERNEST,
PHILIP TAYLOR,
GATLIF THOMAS.

Bellefonte Jail, Aug. 26, 1816.

The certificate of James Mitchell is in substance the same as Mr. M. Gimsey's except that he does not state the amount. It states nothing but that an exchange was made at Harrisburg.—There is one other fact that appears by it. Gen. A. told Mitchell, "he had all his money in par paper." Mitchell acknowledged in the presence of several gentlemen, that the word 'exchange' was inserted in his certificate, without his knowledge or consent.

The writer in the Aurora has thought proper to bring forward another piece of evidence. It is an extract from the Beaver Gazette. In this paper it is said, that "a merchant from the county of Beaver was an eye witness to the fact of the exchange." "In the latter part of February 1815, that he was in company with general Acheson, and was in the state treasury at the same time." This merchant is said to have heard general A. ask Mr. Findlay to exchange \$10,000, to have seen the check given to the general, on the bank of Pennsylvania for that sum, and the western money deposited in the treasury. "The merchant from the county of Beaver who was an eye witness to the fact of the exchange" turns out to be Robert Darrah who has given a statement over his own signature, materially different from that published by the editor of the Beaver Gazette, and although he says he was in the office, close to the counter and saw the transaction, his certificate contradicts the information communicated to the Gazette, and all the testimony heretofore submitted by the enemies of Mr. Findlay. Mr. Darrah states the amount was between 5 and ten thousand dollars, in return for which Mr. Findlay gave funds on some one or more of the Philadelphia Banks at par—and says he is convinced that the whole or nearly the whole amount must have been in the notes of middle or western banks. Mr. Darrah says he saw the transaction, and heard the conversation, and yet takes great latitude in his evidence. By the memorandum in general A's hand writing annexed to the statement of D. Acheson it appears that a considerable portion of the money he had with him, was in eastern paper, and in gold and silver. Like all the evidence adduced in support of the charge Mr. Darrah's statement is netting but a mass of incongruities and contradictions. If Mr. Darrah was present at the transaction, and it was done openly before the clerks, it shows that Mr. Findlay either considered it an innocent affair, or was a perfect maniac. No man can believe that a person of Mr. Findlay's mind and talents would have been guilty of so outrageous a piece of folly, if he had been capable of such dishonesty as to defraud the state in the presence of an office full of strangers and clerks.

But the Aurora of the 15th inst. asserts that the check was not for \$10,000, and that it was not drawn in the "latter end" but in the "first week in February." The gentleman from Beaver county wished to get a similar exchange, but did not prove successful. Why, then did he not publish the account before Mr. Findlay was nominated? Why did he wait until general Acheson's tongue was precluded from explaining the affair, by death.

All the pretence of any impropriety in this affair, is founded on hearsay evidence of the words of a man who has for two years ceased to exist. And his words are distinctly remembered and loosely reported by all; the witness is therefore in no danger of being denied. Well, do the men who are now circulating the story, know that nothing but the simple fact of a check for \$8000 having been drawn and paid to General Acheson, can be proved by the books of the treasury and bank. The explanation must principally depend on Gen. Acheson who is dead and Mr. Findlay who cannot give testimony in his own favor. The liberty and property of the citizen can never be affected by hearsay evidence, and a fair and honorable character, which has resisted the attacks of malice and political enemies, shall not, be destroyed by such trifling and improper testimony. The plain, simple state of this wonderful affair may be clearly explained, if the circumstances which have been developed be carefully attended to. Gen. Acheson was in partnership with his brother for a considerable time, and the firm was dissolved on the 1st of January, 1815. The quantity of stock on hand, prevented them from making a settlement until the 25th, a few days previous to the General's departure for Philadelphia. In making this settlement, Mr. David Acheson, became acquainted with the amount and different kinds of notes in possession of his brother. This money had belonged to and been in possession of the late firm. Mr. D. Acheson therefore knew its value and considered it on an average equal to Philadelphia paper. A memorandum of the amount and kind of money, was, as is usual with western merchants when about to leave home to make purchases, made out and left with his partner, Mr. Cummins, with whom he had entered into business on dissolving the firm with

his brother. Mr. Cummins confirms this account, and produces the memorandum in the hand writing of the General.

The Pittsburg notes were exchanged for eastern paper in Pittsburg, and on these exchanges no doubt can exist that the amount of money was on an average equal to par. These circumstances induced Mr. Cummins and Mr. Acheson to feel confident that no such exchange, as was asserted, could have taken place. The gen. had not \$10,000 to exchange, and the state could not have suffered by an exchange. On arriving at Harrisburg, we presume the general went to the office of the treasurer for the amount of orders, which he had, and may have received a check on Philadelphia as a mutual accommodation to the state and himself. If the transaction took place, and publicly as it is stated, it must be presumed fair and honest. The free manner in which general Acheson spoke of the matter to friend, foe and stranger proves that he considered there was no incorrectness in the conduct of Mr. Findlay or himself. If he thought there was any impropriety in the act, he would not, after taking advantage of it, have had the ingratitudo to have exposed Mr. Findlay. No, general Acheson like Mr. Morgan, thought at the time there was nothing improper in the affair. It was done openly, in presence of strangers by Mr. Findlay; it was spoken of without reserve by gen. A. and Mr. Morgan a year after he knew the affair gave his vote for Mr. Findlay.

While the Aurora does not pretend to charge the treasurer with taking the alleged difference to his own use, he charges him with intending to purchase Gen. Acheson's influence in his favor at the next election for governor. The absurdity of this charge must appear from the time at which it is said to have happened. Mr. Snyder had just been elected governor, and in the first week in February, 1815, had been two months in office. At that time the public mind had not acted on the subject of his successor, and if Mr. Findlay had then any idea of being his successor, the hope must have been very remote. If he were capable of bribing Gen. Acheson, he would have preferred keeping the money himself to giving it for the influence of one citizen to produce a nomination which did not take place until the 4th March, 1817, more than two years after the affair.

That the state has never suffered any loss by the alleged exchange, will appear from this circumstance. We cannot find that the treasurer has ever allowed a discount on paper which has been paid by him for the commonwealth, or that he has ever purchased eastern notes to pay the debts of the commonwealth. The policy of the state was to place all bank notes as far as possible on an equal footing. It would not therefore have been proper in the commencement, to take advantage of the premium of the eastern notes, by selling them to a broker.

The state, therefore, would derive no advantage from eastern paper, even if it were 20 per cent. above western, for it would have been paid without receiving or charging a premium. No loss has been sustained by the state or individuals in western money, because it has been paid in counties where it passes currently. There appears to be more money received from the eastern part of the state by the treasurer, and less paid by him to persons in that quarter than the western, consequently there would be a balance of eastern money in the treasury, after paying the eastern claims.

Supposing for a moment, the allegations that are made by the opponents of the democratic candidate are true, and that at a time the legislature were sitting, and there was necessarily a want of a transfer of some of the state funds in Philadelphia to Harrisburg, a western merchant did propose to deposit some notes, and take a check in exchange on the bank of Pennsylvania, what impropriety would there have been in accepting the offer? The state could not suffer, for the western notes were as good as eastern for its purpose, and it would have had a good effect in favor of the country banks to let the public see the government had confidence in them, and found their paper as good as any other, and did not, like the Aurora, think their paper "old rags." The public manner in which the act is alleged to have been done, while it shows that nothing improper was intended, supports this idea.

To the editor of the Dem. Press.

During my absence from the city I find the friends of Mr. Heister, styling themselves "independent republicans," have chosen me as one of their delegates to form the ticket in the city of Philadelphia. I think it my duty to state that it was done without my knowledge or approbation, and that I am determined by all honorable means to support Wm. Findlay for governor at the next election.

WM. HAYDOCK.

Philadelphia, Aug. 4, 1817.