

(Continued from the 1st Page.)
abstracts of the army contractor, to enable the contractor to receive from government the full price of good and wholesome provisions, when it was well known to the said general Wilkinson that a great portion of the provisions comprised in those abstracts, so passed in the summer and autumn of 1809, were unmerchantable and unfit for use.

To which charges and specifications general Wilkinson pleaded "Not guilty."

Wednesday, December 25, 1811.

The Court being cleared, proceeded to form and deliver its definitive sentence as follows, viz.

On the first charge, and the ten specifications attached to that charge, (after hearing all the evidence both for and against the accused, and due deliberation being had thereon) the court is of opinion, that they are not supported, and therefore acquits Brigadier General Wilkinson of all and each of them.

It is due to the nature and magnitude of this trial to state, that the testimony adduced in support of the two first charges, and their several specifications, appears to be well calculated to warrant the suspicions which have long prevailed, of a corrupt connexion between said Wilkinson and the late Spanish provincial government of Louisiana, and fully to justify a legal inquiry, into the grounds of them.—The court, to the best of its ability, has pursued this inquiry—which has been the more laborious and perplexing, from the agreement of the government & accused, to admit, on all the charges and specifications, without discrimination, the documental testimony, collected and reported to the House of Representatives by several committees of that body, as also part of the testimony given on the trial of Aaron Burr; much of which is unessential as to matter, and incorrect as to form, and inadmissible in judicial proceedings on any other principle than that above stated.

Hence the admission of testimony in support of the two first specifications to the first charge, though it is within the knowledge of some of the court, that, in 1789, (the time when it is alleged the accused received of the agents of Spain large sums of money on account of a pension or stipend) said Wilkinson did not hold a commission in the army of the United States, and therefore is not amenable to a military tribunal for those alleged offences; nor do the records of this court exhibit any evidence in support of them.

In support of the other eight specifications to the first charge, the evidence arising from said documental testimony is mostly relied on; part of which has been confirmed, under oath in open court by one of the original deponents. Unquestionable evidence appears on the records of this court, exhibited on the part of the accused, that Gen. Wilkinson, in the month of August, 1788, obtained of the Spanish provincial government of Louisiana, the privilege of carrying the products of Kentucky to the New Orleans market; that the said products, thus carried or forwarded by him prior to the year 1790, as appears by the several accounts current, sold in said market for more than eighty thousand dollars—a sum of greater magnitude than is alleged, in the specifications to the first charge, to have been received by said Wilkinson on account of his pension or stipend; that during the year 1790, the shipments of said Wilkinson, to a very considerable amount appear to have been sold by particular agreement, to Gov. Miro, who purchased them on account of the King of Spain—the proceeds of which were subsequently remitted to said Wilkinson at various times and by means of various persons, and therefore a strong presumption results from the evidence that the several sums embraced by the several specifications to the first charge, (alleged to have been received by said Wilkinson, on account of his Spanish pension or stipend) were part of the avails due to said Wilkinson, on account of the several shipments made by him during the period of his commercial transactions at New-Orleans.

The preceding remarks are grounded on proofs, both direct and collateral; from the whole of which a violent presumption arises, that the connection formerly subsisting between General Wilkinson and the late Spanish provincial government of Louisiana was exclusively of a commercial nature, which was maintained on the part of said Wilkinson by such means as his

policy and interest suggested to ensure success, though tending to excite jealousy and unfavorable suspicions of his views; that said Wilkinson made no shipments, subsequent to the year 1790, and that the avails of said shipments were occasionally remitted to him till the year 1796, when the account between general Wilkinson and governor Miro was finally closed and balanced by their respective agents—after which there is no evidence of the receipt of money by him from said Spanish provincial government or any of its agents, except in one instance, by his own voluntary confession, and that on account of former mercantile contracts.

On the second charge, and the five specifications attached to that charge (after hearing all evidence, both for and against the accused, and due deliberation being had thereon) the court is of opinion, that said charge and specifications are not supported, and therefore acquits Brigadier General James Wilkinson of all and each of them.

The evidence adduced in support of said charge and specifications, appears in a great measure, to grow out of the private correspondence of Gen. Wilkinson with the Spanish officers and agents, the statement of one witness, and the oral testimony, deposition and narrative of another.

It appears evident to the court, that, in 1795 a considerable sum of money was due to Gen. Wilkinson from the Spanish government at New Orleans, on account of his commercial transactions. This circumstance is deemed sufficient to account for such part of said correspondence as has been proved, which was apparently intended to preserve the friendship of the officers and agents of the Spanish power; to magnify the importance of General Wilkinson in their view to secure his property then under their control at New Orleans; and to facilitate its remittance from that place.

There is no proof before the court, that the letter said to be in cypher, bearing date the 22d of September, 1796, was actually written by General Wilkinson, & forwarded by him to Gov. Gayoso, as said letter imports. On the contrary, the only witness who has testified on this point, does not pretend to the least knowledge of the fact; and all he pretends to know is, that said letter was put into his hands by said Gayoso, who certified it to be a deciphered copy of one written by Gen. Wilkinson, and addressed to himself.

Strong doubts are entertained by the court, whether Gen. Wilkinson ever directed the emissary, mentioned in said specifications, to lay before the Baron de Carondelet and Governor Gayoso the verbal observations alluded to in the first specification, because the court has no other proof than the testimony of said emissary, whose general character, as to truth and veracity, has been impeached by several credible witnesses, and whose conduct before the court, while under the obligations of an oath, was such as to render his allegations suspicious—because his testimony, in general, appears to have been given under the dominion of strong prejudices, if not malice—because the testimony of said emissary, so far as it is applicable to the points in issue, is contrary to the most solemn assurances, both written and verbal, previously made, and uttered by him to various persons, even so recent as 1807—and because said testimony appears to have been voluntarily offered, after a lapse of many years; which in any case ought to be admitted with some caution, and much more so, from the character of the witness and emissary in question.

The court is of opinion that the instructions to said emissary, alleged to be in the hand writing of Philip Nolan, (if any such were ever authorised by General Wilkinson) were mostly intended to accomplish an object by no means criminal, which grew out of the dispute at that time unfortunately subsisting between him and the late Gen. Wayne.

The records of this court will shew that the witness first alluded to, by two letters addressed to said emissary just before he exhibited his statement under oath, in January, 1808, and in contemplation of that statement, manifested such a decided hostility to said Wilkinson, as apparently to meditate his ruin without regard to the means. The motives of that statement, as fully explained in said letters, are sufficient to shake his credibility as an impartial witness; and considering that his character as to truth and veracity is likewise impeached, the statement just mentioned, which is in evidence before

the court, cannot be received as veracious, especially as it is not supported by proofs of a more credible nature. This statement, likewise, appears in some measure repugnant to the sentiments of the same witness, as expressed nearly ten years before in a memoir on the trade of Louisiana, and deposited in the Office of State.

(Concluded on the 2d Page.)

A large supply of FRESH
Clover and Hemp Seed,

Just received and for sale by
JAMES S. LANE.
Shepherd's-Town, Feb. 21, 1812.

Fresh Clover Seed.

THE subscriber has just received, and for sale, a quantity of fresh Clover and Hemp Seed.

WALTER B. SELBY.
Shepherd's-Town, Feb. 21, 1812.

Trustee's Sale.

BY virtue of a deed of trust executed by Richard Llewellyn and Philippa his wife, on the 31st of October 1810, to the subscriber and a certain George Johnson, trustees for Elias B. Caldwell and John Hoyer to secure the payment of several sums of money therein mentioned, to the said Caldwell and Hoyer, the subscriber will sell on the 28th day of March next, a tract of land in the county of Jefferson, on Bullskin, containing two hundred and thirteen acres, or as much thereof as will be sufficient to pay and satisfy such sums of money as are due on said trust, and the charges of carrying the same into execution.—The sale to take place at the dwelling house of the said Llewellyn, at twelve o'clock on that day. The subscriber will convey to the purchaser in character of trustee such title as is vested in him by said deed.

TH. GRIGGS, Junr.
February 21, 1812.

Jefferson County, to wit.

December Court, 1809.

NO person having come forward to administer on the estate of Mary Ridgway, deceased, within the period limited by law: It is ordered that the Sheriff do take into his possession the said estate, and dispose of the same as the law directs.

A copy. Teste,
GEO. HITE, Clk.

Jefferson County, to wit.

January Court, 1811.

Ordered that the Sheriff do take possession of the personal estate whereof Jesse Hollum died seized and possessed, and that he make sale of the perishable part of said estate, if any, and make report thereof to the court.

A copy. Teste,
GEO. HITE, Clk.

Take Notice.

IN obedience to the above orders I have proceeded according to law: and I do now request, that all persons who are justly indebted to either of the said estates, will make immediate payment to me—and all such as have just claims against them or either of them, will exhibit such claims to me on or before the first day of April next. But should it be possible that any person or persons having claims against either of said estates, fail to exhibit them to me on or before said day, such persons I say, will have this notice plead in bar of any and every account that may be brought forward at any future period.

GEO. NORTH,
late Sheriff of Jefferson County.
February 14, 1812.

30 Dollars Reward.

RAN away from the subscriber, a Negro man named WAT, about 37 years of age, about 6 feet high, a little pitted with the small pox, a scar on one of his cheeks, and has a smiling countenance when spoken to. He has been gone a considerable time, and is supposed to be lurking in Jefferson county, Va. The above reward will be paid for apprehending and securing said negro in jail within one month from this date, and twenty dollars if taken after that time, and all reasonable charges if brought to the subscriber at Harper's Ferry.

THOMAS CARTER.
February 14, 1812.

For Rent,

The dwelling house and lot lately occupied by Joseph Brown, dec'd. Apply to the subscriber.

ESTHER G. BROWN.
Charlestown, Feb. 28, 1812.

WANTED,

A steady sober wagoner. One with a small family would be preferred.—Apply to the subscriber near Charlestown.

JAMES ANDERSON.
February 14, 1812.

FLAX & SALT.

Just Received, and for Sale,
2000 wt. long Flax, first chop, reared west of the Alleghany mountains

ON HAND,
200 bushels salt.

A good assortment of

Groceries & Leather.

D. & G. HUMPHREYS
Charlestown, Feb. 14, 1812.

Jefferson County, to wit.

November Court, 1811.

Smith Slaughter, Plaintiff,
vs.
William Slaughter and John Briscoe
Defendants.

IN CHANCERY.

THE Defendant William Slaughter not having entered his appearance and given security according to the act of assembly, and the rules of this court and it appearing to the satisfaction of the court that he is not an inhabitant of this commonwealth: On the motion of the Plaintiff by his counsel, it is ordered that the said Defendant do appear here on the fourth Monday in March next, and answer the bill of the Plaintiff, and that a copy of this order be forthwith inserted in the Farmer's Repository for two months successively and posted at the door of the court house of said county: And it is further ordered that the Defendant Briscoe be restrained from paying, conveying away, or secreting the debts by him owing to, or the effects in his hands of the Defendant William Slaughter, until the further order of this court.

A copy. Teste,
GEO. HITE, Clk.

Jefferson County, to wit.

January Court, 1812.

William Bond, Plaintiff,
vs.
Hezekiah Briscoe and John Briscoe,
Defendants.

IN CHANCERY.

THE defendant Hezekiah Briscoe not having entered his appearance and given security according to the act of assembly and the rules of this court and it appearing to the satisfaction of the court that he is not an inhabitant of this commonwealth: On the motion of the Plaintiff, by his counsel, it is ordered that the said Defendant do appear here on the fourth Monday in March next, and answer the bill of the Plaintiff; and that a copy of this order be forthwith inserted in the Farmer's Repository for two months successively and posted at the door of the court house of said county: and it is further ordered that the Defendant John Briscoe be restrained from paying away or secreting any money, goods or effects in his hands belonging to the Defendant Hezekiah Briscoe, or which may come into his hands as administrator of John M. Millian, dec'd, until the further order of this court.

A Copy. Teste,
GEO. HITE, Clk.

Jan. 31.

JANE WOODS,

Besides a very complete assortment of genuine MEDICINES, has the following articles for sale:

Shell bark hickory nuts,
English walnuts,
Soft shell'd almonds,
Crackers, and tamarinds,
Fresh muscatell and bloom raisins,
Havanah segars,
First quality rappee snuff,
Anis seed, Noyo and other cordials
Ink powder,
Durable Ink,
Best English gilt letter paper,
Elegant rose soap, and wash balls,
Cloves, nutmegs and cinnamon,
Glue of the best quality,
And a general assortment of condiments.

Charles-Town, Feb. 14, 1812.