

WESTERN CAROLINIAN.

VOL. II.]

SALISBURY, N. C. TUESDAY, JUNE 4, 1822.

[NO. 104.]

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TERMS:

The subscription to the WESTERN CAROLINIAN is Three Dollars per annum, payable half-yearly in advance.

No paper will be discontinued until all arrearages are paid, unless at the discretion of the Editors; and any subscriber failing to give notice of his wish to discontinue at the end of a year, will be considered as wishing to continue the paper, which will be sent accordingly.

Whoever will become responsible for the payment of nine papers, shall receive a tenth gratis.

ADVERTISEMENTS will be inserted on the customary terms. Persons sending in Advertisements, must specify the number of times they wish them inserted, or they will be continued till ordered out, and charged accordingly.

No advertisement inserted until it has been paid for, or its payment assumed by some person in this town, or its vicinity.

All letters to the editors must be post-paid, or they will not be attended to.

Morganton Academy,

BURKE County, is now open for the reception of Scholars, under the patronage of a respectable Board of Trustees. The mode of instruction pursued is the result of much attention and experience, and eminently calculated to fit young gentlemen and ladies for the active duties of life, and to prepare students successfully to pursue their collegiate studies.

Lectures in an easy, familiar style, are given three or four times a week, on Language, History, Rhetoric, or Moral, Intellectual, Natural, or Political Philosophy.

Great attention is paid to reading, speaking, writing, and pronouncing the English language with correctness and elegance, and to the manners and morals of the pupils; and every thing done to promote their happiness and improvement. Tuition \$20 per annum, and heard on the most reasonable terms. The village is pleasant and healthy.

French and Italian will be taught grammatically, if requested.

April 15, 1822.—3mt110

Education.

A SEMINARY for the instruction of youth was opened at this place on the 15th instant. Classes for instruction in Spelling, Reading and Writing, \$2 50 cents per quarter; Arithmetic, Geography and Geometry, \$3 per quarter; Rhetoric, Logic, and Ethics, \$4 per quarter; Natural Philosophy, Astronomy and the Latin Language, \$5 per quarter. English grammar, elocution and composition, will be taught each student who can read and write, and no extra charge made. Should health permit, this institution will be permanent. Patronage from this and adjoining counties, and at a distance, is confidently solicited and expected. Mild though prompt government will be used, and each pupil's taste, disposition and talent, diligently studied. Lux government has proved mischievous from ignorance in this matter; and energy become tyranny by attempting to force nature. Moral and religious instruction on the Sabbath, and during the week, will form part of the plan proposed. This place and the neighborhood, are indeed healthy; and board can be had on moderate terms. Three or four little boys will be received as boarders, by

BENJ. D. HOUNSAVILLE,
Principal of the Seminary.
Lexington, N. C. April, 1822.—99t104

State of North-Carolina, BURKE COUNTY.

COURT of Pleas and Quarter Sessions, March Term, 1822.—John Thompson, vs. David Evans, &c. Att. It appearing to the satisfaction of the court, that the defendant, David Evans, resides beyond the limits of this state; it was therefore ordered, that publication be made in the Western Carolinian for three months, that the defendant appear at the next Court of Pleas and Quarter Sessions, to be held for said county, at Morganton, on the fourth Monday in July next, then and there to reply or plead to issue, judgment will be taken for the plaintiff's demand against him.

Attest, J. ERWIN, Clerk.

3mt109—Price adv. \$3 50.

State of North-Carolina, SURRY COUNTY.

SUPERIOR Court of Law, March term, 1822. William Burch, vs. Nancy Burch.—Petition for divorce. It appearing to the satisfaction of the court, that the defendant in this case resides without the limits of the state, it is therefore ordered, that publication be made in the Western Carolinian for three months, that the defendant appear at the next Superior Court of Law to be held for the county of Surry, at the Court-House in Rockford, on the first Monday in September next, and plead, answer or demur to said petition, otherwise the petition will be heard ex parte, and judgment awarded accordingly.

Test, J. WILLIAMS, Jr. C. S. C.

3mt109—Price adv. \$3 50.

State of North-Carolina, LINCOLN COUNTY.

COUNTY Court of Pleas and Quarter Sessions, April Term, A. D. 1822.—Peter Forney vs. Christian Reinhardt.—Original attachment, levied on six negroes and sundry articles of personal property.—It appearing to the satisfaction of the court, that Christian Reinhardt, the defendant, is not an inhabitant of this state.—It is therefore ordered by court, that he appear at the next court of Pleas and Quarter Sessions, to be held for Lincoln county, at the Court-House in Rockford, on the third Monday in July next, and plead to issue, or judgment by default will be entered up against him. Or by court, that publication hereof be made monthly successively in the Western Carolinian for three months.

3mt112

VARDRY M'BEES, C. C.

Valuable Lands for Sale.

THE subscriber, wishing to remove to the western country, will offer for sale, at public vendue, on Tuesday, the 16th of July next, that valuable tract of land in Burke county, whereon he now lives, containing 1000 acres, situated 12 miles from Morganton, on the main road leading from the latter place across the Lynville and Yellow Mountains to Jonesborough in E. Tennessee. There is a good dwelling house with an enclosed yard and garden, a barn, stables, cribs, negro cabins, and other out-houses, all in good repair. This tract lying on Lynville river affords a large proportion of flat land, a sufficiency of which is cleared and under good fence; the soil being fertile, will easily afford the means of still further improvement; it is well adapted to the culture of wheat, rye, corn, barley, oats, &c. This farm also affords a good distillery, is well watered, and abounds with excellent timber. As a stock farm, besides the abundant products of food and forage, it has the advantage of lying convenient to an excellent summer range. In short, its local advantages are great. These, together with the uncommon salubrity of its situation, make it a most desirable seat for a country residence. The terms of sale will be made as easy as possible, by giving every reasonable indulgence to the purchaser.

The subscriber, as agent, will also offer for sale, at the same time, at a credit of twelve months, all the lands lying in the county of Burke belonging to the estate of Col. John M'Gimsey, deceased, viz: One tract of land, including several surveys, lying on the waters of Paddy's Creek, and containing 1000 acres, more or less; whereon there is a good Grist Mill, well supplied with custom. It consists of uplands of a pretty good quality, is well timbered, and will admit of several settlements. It will be sold together, or in parcels, as may best suit the purchasers. Also, several other tracts, situated in different parts of the mountains, and valuable on account of the range. Bond, with approved security, will be required in all cases. The terms will be more fully made known on the day of sale, when due attendance will be given on the premises, by the subscriber.

WM. M'GIMSEY, Agent
for the Heirs of Col. J. M'Gimsey, dec'd.
Morganton, April 13, 1822.—12wt109

N. B. Any person wishing to purchase privately, can do so by applying any time before the day of sale.

The Examination

OF the Students of the Salisbury Academies, will commence on Tuesday, the 11th, and close on Friday, the 14th of June. Parents and guardians are respectfully invited to attend.

THOS. L. COWAN, Secretary.

May 14, 1822.

NOTICE.

BY a decree of the Court of Equity, made at April term, 1822, I will expose to Public Sale, at the Court-House in Salisbury, on Monday, the 10th of June next, lots No. 17 and 18, in the great north square of the town of Salisbury, on which there are improvements; and lots No. 26, 37, and 38, in said town, unimproved. Also, two tracts or parcels of land, lying and being in the county of Rowan, to wit: one of three hundred acres, lying on the waters of Flat Swamp Creek, and one of a hundred acres, lying on the top of a mountain, called little mountain, near to the Flat Swamp Springs, belonging to the heirs at law of Evan Alexander, deceased. A credit of twelve and eighteen months will be given. Bonds, with approved securities, will be required.

GEO. LOCKE, C. J. E.

April 30, 1822.—4wt104

State of North-Carolina, ROWAN COUNTY.

SUPERIOR Court of Law, April Term, 1822.—Ruth Harris vs. John Harris.—It appearing to the court, by return of two subpoenas, that said John Harris is not to be found in the county, and the requisition of the act in other respects having been complied with, it is ordered by the court, that publication be made three months in the Western Carolinian and Raleigh Star, for the said John Harris to appear at the next Superior Court, to be held for the county of Rowan, to answer this petition, otherwise it will be heard ex parte. Leave is given to the petitioner to examine testimony without giving notice to the defendant; it appearing to the court that he has absconded and gone without the limits of the state, to parts unknown.

Witness Alex. Frohock, Clerk of the Rowan Superior Court, at office.

3mt114 ALEX. FROHOCK, C. S. C.

Private Entertainment.

THE subscriber respectfully informs the citizens of Salisbury and the adjacent country, that he has removed from his late residence on the north side of the Yadkin river, on the main road leading from Salem to Danville, 15 miles from Salisbury, and has taken the house formerly occupied by Capt. Ja. Krider, in town, on Main street, a few doors north of the Court-House; where he is prepared to keep a House of Private Entertainment for Travellers and citizens. He will at all times furnish Stabling, Fodder and Grain for Horses.

THOMAS HOLMES.

Salisbury, Sept. 25, 1821. 78

N. B. Eight or ten BOARDERS will be taken, at the customary prices in town.

Baking Business.

THE subscriber having made the necessary arrangements for carrying on the Baking Business, will keep on hand a constant supply of Bread, Crackers, and Cakes, of every description, as well as the various articles usually kept in a Confectionary store; all of which he will dispose of on very reasonable terms.

THOMAS HOLMES.

Salisbury, Dec. 18, 1821.—80

A Good Hatter Wanted.

LIBERAL wages will be given to one or two young men, of good habits, who understand their business. Those seeking employment may get a good job, by applying to the subscriber in Morganton, N. C.

JOHN M'GUIRE.

Report

Of the Committee on the Land Office Examinations, &c. &c. Concluded.

The appointment of Mr. Worthington and Mr. Morrow, both active in their respective places, in passing the law of 1807, as commissioners to negotiate with the Indians, was made very soon after the law was passed, and by President Madison, who was Secretary of State at the time of its enactment, and could no more be supposed to be ignorant of its general objects, than disinclined to obey its injunctions in their true spirit and meaning.

It is believed by the committee that the late William Pinkney was employed as counsel in behalf of the United States, while he was a member of the House of Representatives from Maryland, and argued some causes in the Supreme Court, and received a liberal compensation for his services. It appears, too, that, in 1818, upon the occasion of certain complaints made at the office of the Secretary of the Treasury, against a receiver of public moneys at Vincennes, the present chief magistrate of the United States, directed the Senators from Indiana to investigate the subject, and though the investigation did not proceed, one of the Senators, who lived at a distance, and attended for the purpose, was afterwards allowed his travelling expenses. On another occasion, in the year 1819, the Hon. Benjamin Ruggles was directed to aid the superintendent of the Cumberland road in taking proper security from the persons entering into the contracts, and received from the superintendent 72 dollars for his services.

In the Department of State, there exist few occasions for giving a construction to this law "concerning public contracts;" though in this Department, the employment of a member of Congress, being the editor of a newspaper, to print the laws of the United States, has not been considered by John Quincy Adams, Esq. "or by his predecessors, as prohibited by the act of Congress, or as coming at all within its purview"—accordingly, your committee find that James J. Wilson, Esq. a Senator from the State of New Jersey, and the editor of the Trenton True American, was employed to print the laws during the time he was Senator, from 1815 to 1821, and from the year 1804.

In the Navy Department, the committee have heard of no particular cases, or of any particular practice, other than that arising from the annual returns under the fifth section, which are exclusively confined to contracts for work and supplies.

The committee believe it to have been usual in the War Department, also, to employ members of Congress as counsel in behalf of the United States, and they refer particularly to the instances of Mr. Baldwin, of the House of Representatives, and of Mr. Rodney, of Delaware, of the Senate, employed and paid as counsel, under the direction of the present Secretary of War.

The committee refers also, to the case of a member of the House of Representatives in the present Congress, who is employed, under the authority of the War Department, as a superintendent of a fortification of the United States, for which he receives an annual compensation.

Upon these instances the committee forbear any comment; proceeding to remark, however, that in this practical construction, there has been an uniformity, which could scarcely have resulted from any thing else than a universal impression of the real meaning of the law. By the 5th section it has been perceived that the Secretary of the Treasury, Secretary of War, and of the Navy, and the Postmaster General, are directed to make annual statements to Congress, of such contracts, made in their respective departments, as are comprehended in the law. But in none of those returns, which have been made, are included any of the cases enumerated, whether the service had been performed by a member of Congress, or any other person, and under the idea that these were not of the description of contracts to which the law had reference, the returns embrace

only contracts for labor, for furnishing supplies, and for carrying the mail; and it is also worthy of observation, that, though this fifth section designs to compel a return of all contracts within the law, it does not require any such return from the Department of State, in which, though it is true no such contracts as gave rise to the law are ever made, it has, nevertheless, an extensive patronage, a part of which is that of authorizing the publication of the laws, which may be dispensed to members of Congress, and, as we have seen, falling clearly within the general scope of the words of the law of 1808. Neither has it been usual, or deemed necessary, to make a record in either of the Departments, of any such instances, whether the service was performed by a member of Congress, or others, pursuant to the law requiring all contracts made by the respective Departments, in behalf of the United States, to be recorded.

The committee do not wish to be understood as referring to these instances, and to this course of practice, to justify or excuse an error in one Department, by detecting similar abuses in another; nor as affording an interpretation which, if erroneous, should have the force of judicial decision; but merely as the means by which the objects and meaning of the law may be ascertained, as illustrative of the sense in which its provisions have been received and understood by the most distinguished statesmen, and the ablest constitutional lawyers of the country, and by the common consent of all whose duty it was to obey them.

They refer to them, as demonstrating a contemporaneous practical construction, which has prevailed, without concert, in all of the Departments, and to which an officer, entering the office long after the construction had become adopted, might naturally conform his conduct.

On the whole, the committee have seen nothing in the case submitted to them, which can lead to the presumption, that either of the individuals concerned had any intention either to violate the provisions of the law, or to abuse or disregard the spirit and policy of our institutions.

They are of opinion that the employment of Mr. Thomas to examine the land offices originated in a desire honestly to discharge an important public duty; that the peculiar importance of the trust at the time, and the character and elevation of the individual employed, were calculated rather to invite than forbid the selection.—Nor have the committee any reason to believe that the duty has not been faithfully performed, and in a manner conducive to the public good.

Under these circumstances, and with such impressions, the committee do not deem it necessary to single out this case for particular animadversion, or to pronounce upon the comprehensiveness or precise import of the act of 1808. They content themselves with referring to the construction which it has uniformly received in practice, and to the conviction that the public good, and not any sinister or improper purpose, was intended; and they therefore recommend the following resolution:

Resolved, That the committee be discharged from the further consideration of the subject.

DOCUMENTS

Accompanying the Report of the Select Committee of the House of Representatives, on the subject of the Examination of the Western Land Offices.

THE TREASURY DEPARTMENT,
March 26, 1822.

SIR: Your letter of the 22d instant was received only on the 25th.

In reply to your request that the committee may be informed of the construction given by this Department to the act of the 21st of April, 1808, entitled "An act to regulate public contracts," as well under my predecessors in office, as by myself, in relation to the authority of the Department or the President to employ as counsel, in behalf of the United States, any member of Congress, or to perform any other service, duty, or agency, in behalf of the United States, I have the honor to state, that I have no means of ascertaining the construction which has been put upon the act in question, by my predecessors in office, but by their practice under the fifth section of the act—

That section requires, that the Secretary of the Treasury, Secretary of War, Secretary of the Navy, and Postmaster General, shall annually lay before Congress a statement of all the contracts which have been made in their respective departments, during the year preceding such report. From the date of that act, to the present time, the Land Offices have been annually examined, and a compensation paid for the services rendered; but no Secretary of the Treasury has ever reported that service as a contract, within the letter or intention of the act, or considered the persons who examined them as contractors. If the performance of such service constituted a contract within the contemplation of the act, it was the duty of the Secretary of the Treasury, from the year 1808, to have annually reported every such service to Congress, as a contract. If it was not a contract, within the contemplation of the act, it was a service which might be lawfully rendered by a member of Congress. The construction given to the act by the Treasury department, at the commencement of its operation, that such incidental services were not contracts, has, it is understood, been corroborated by the other departments of the government. In all those departments, incidental services have been, and still are, rendered and compensated, but have never been, nor are they now, reported to Congress as contracts, within the contemplation of the act.

It is respectfully conceived that the examination of the Land Offices cannot be considered as constituting a contract within the letter or intention of the act, unless the proposition that every possible service rendered to the government by any person whatever, except by public officers in the discharge of their official duties, for which compensation is received, can be correctly affirmed to be such contract. That it was not the intention of the act of 1808 to make this general affirmation, can, it is believed, admit of no reasonable doubt. If such, however, was its intention, all the officers of the government upon whom it was intended to operate, have mistaken that intention, and failed in the correct discharge of their duty; for it is believed that none of them have, in pursuance of the 5th section of the act, reported such incidental services as contracts made by them, during the year preceding the reports annually made to Congress.

I have no knowledge of the employment of any member of Congress since the year 1808, as counsel in behalf of the United States, or to perform any other service, duty, or agency, by my predecessors in office, nor has any member of Congress been employed as counsel by this department, since it has been under my direction.

In the year 1818 complaints were received at this office against the official conduct of Nathaniel Ewing, receiver at Vincennes. The charges were of such a nature as to require investigation, and the Senators of the state of Indiana were, by the direction of the President, requested to make that investigation. Owing to some objections on the part of the Receiver, the investigation did not then take place; but, as General Noble, one of the Senators, resided at a considerable distance from the Land Office, travelling expenses were incurred by him, which were paid.

In 1819, when proposals were invited at Brownsville for constructing the Cumberland road from Uniontown to Washington, in Pennsylvania, the proposals were much lower than those which had been received upon the other portions of the road. Mr. Shriver, the superintendent of the road, expressed apprehensions that some of the bidders would not be able to give such security as would insure the prompt and faithful execution of their engagements, and stated that his acquaintance in that part of the state was not such as to enable him to judge correctly of the sufficiency of the security that might be tendered. He therefore proposed that two gentlemen, whom he named, should be requested to aid him in this particular service. One of the gentlemen declined the request, when it was suggested that the Hon. Benjamin Ruggles was acquainted in that part of the state, and that there was no doubt he would attend if requested; his attendance was accordingly requested, and for his services and expenses he received, from the superintendent, the sum of seventy-two dollars.

Upon both these occasions, as well as upon the acceptance of the offer of the Hon. Jesse B. Thomas to examine the land offices in 1821, the provisions of the act of 1808 were not adverted to, nor did the idea occur that there was the slightest incompatibility between such service and the provisions of that act.

The practice of the Department has been to record all contracts which were supposed to be within the letter or intention of the act, and to lay them annually