

CAROLINA CENTINEL.

VOLUME II.]

NEWBERN, N. C. SATURDAY, FEBRUARY 19, 1820.

[NUMBER 100.]

TERMS.

THE CAROLINA CENTINEL IS PUBLISHED WEEKLY BY

JOHN I. PASTEUR,

At THREE DOLLARS per annum, one third payable in advance.

No paper will be discontinued until all arrearages are paid up, except at the option of the publisher.

ADVERTISEMENTS inserted at 50 cents per square the first week, and 25 cents a square for each succeeding insertion.

UNITED STATES AND SPAIN.

From the Washington City Gazette. SPANISH DIPLOMACY.

The true motive for deferring the ratification of the treaty of the 22d February, 1819, on the part of the King of Spain, is distinctly and positively stated in the following article, signed *Sagittarius*.

We do not hesitate to assert, that the article itself was written by a Spanish agent, or by a person concerned in the land speculation now most evidently to be attempted under the title set up in virtue of the grant to the Duke of Alagon.

That the writer of the subjoined article is a person connected with the government of Spain, or a party to the land speculation in question, we pronounce upon the following considerations.

1. He speaks of particulars, of dates, & other circumstances, in a most precise and per-emptory manner;—and they are such as no man could have attained a knowledge of, unless he had been in the intimate confidence, on this subject at least, with the highest authorities of the Spanish court.

2. He speaks exactly of the motives, of the expectations, of the determinations, of the Spanish ministers at Madrid, in a way, and in a tone, which they alone could have spoken, or could have enabled any one to speak.

3. The writer gives the orthography of names, such as *Puno en Rostro*, and uses titles, such as *Lord Don Francisco Raymondo de Spes*, Duke of Alagon, in a way in which the American public have never known them, and in which, Mr. Irving and Mr. Forsyth, our ministers at the Spanish court, and Mr. Adams, the secretary of state, have never used them.

Furthermore, we assert, that the object of the annexed article, and of other similar ones, which, perhaps, may follow it, is to secure, for the land speculators, the entire grant to Alagon, by the artifice of dropping the grants to Puno en Rostro and Vargas; and that this object is designed to be effected upon the following grounds:

1. By an apparent frankness and honesty in admitting the grants to Puno en Rostro and Vargas, to be of a date excluded by the treaty.

2. Upon the expectation, that the American people, not being inclined to war, and vehemently desiring to gain the Floridas, will compel their government to accept the treaty, with the grant to the Duke of Alagon included.

3. By an effort through the medium of the press to make the grant to Alagon under the treaty appear, if not valid, at least doubtful;—and under this doubt, to urge the readiness with which they gave up the grant to Puno en Rostro and Vargas, as a reason why the United States, rather than they should let affairs remain unsettled, or hazard a war, should consent to the perfection of the grant to the Duke of Alagon.

Such is the scheme; now for the artifice of it.

First, then, there appeared, not many days ago, in the *New-York Evening Post*, the following paragraph:

SPANISH TREATY.

"We have indulged in few observations on this subject, because we were sensible that we were possessed of too imperfect information to render them any better than crude and idle speculations. We have now at length become possessed of a history of facts of the most interesting nature, which affords a key to whatever has appeared mysterious heretofore; which, however, we are not permitted to disclose at full length, but which enables us to pronounce, with strong confidence, that our disputes with Spain will terminate speedily, amicably, and to the entire satisfaction of this country: and which, at the same time, exempts the King of Spain from all censure. In due time, the whole may be laid before the public, and will convince the people, that the course which the executive has pursued, has been eminently such a one as prudence, wisdom and justice dictated."

The tenor of his paragraph is mysterious, and therefore calculated to awaken curiosity. It excited much surprise: and

thus has the public mind been prepared for the perusal of *Sagittarius*. We do not impute either the probity or patriotism of Mr. Coleman, the editor of the *Post*, in this artifice; but his paper, beyond all doubt, was made use of for that purpose.

It is to be here noted, that the paragraph in the *New-York Evening Post*, was published in that print on the 7th inst. and the article signed *Sagittarius*, was published in the *City Gazette*, at Charleston, South-Carolina, on the 17th instant, leaving thirteen days interval, just time enough for a letter to reach Charleston from New-York, by which the author of *Sagittarius* might have been informed, that the necessary preliminary step had been taken at the latter place. This looks like concert.

Secondly, on the 31st of December last, the *City Gazette* and *Commercial Daily Advertiser*, of Charleston, fell, by the limitation of a partnership, which was not renewed, between Samuel H. Skinner and Joseph Whilden into the hands of Joseph Whilden alone, and in seventeen days afterwards, *Sagittarius* appeared in that Gazette, strongly marked and recommended to the readers of the paper in the leading Editorial article. We do not mean to impute any mercenary motive to Mr. Whilden, or to his former partner; but the *City Gazette* of Charleston has, it is obvious to our understanding, been secured to the cause of *Sagittarius*, who, we are persuaded, from the fashion of it, wrote the editorial article as well as that under his signature.

In the third place, the letter of *Sagittarius*, as we believe, is addressed "To the hon. John Quincy Adams," upon the persuasion, in *Sagittarius*, and his instigators, that from supposed views he may have of future preferment by the people, he may be influenced, as one of the cabinet, to recommend the acceptance of the treaty, with the grant to the Duke of Alagon annexed to it, rather than risk a possible loss of popularity by holding out against that grant after the two others have been given up.

After these explanations, all supported by undeniable facts, who is there that will not perceive—

1. That this is an attempt to coerce the Executive of the U. States, by an appeal, in print, to the people?
2. That it is the same kind of attempt, in relation to the treaty of 1819, which was made by the Marquis de Casa Yrujo in relation to the negotiations and treaty of 1802?
3. That the mode of the attempt in the present case is precisely the same as that resorted to by the Marquis de Casa Yrujo, who offered to bribe Major Jackson to let him insert some pieces in the Major's paper, the *Commercial Register*, in Philadelphia, which offer the Major spurned, and informed President Jefferson of the fact; but which pieces were afterwards published otherwise under the signature of "*Graviora Memento*?"
4. In fine who does not perceive that *Sagittarius* is the precursor of that long promised Ambassador, from Spain, who was to repair hither, "to give and receive explanations," and for whose favorable reception *Sagittarius* is to prepare the way with the people and government of the U. States, by means of publications in the newspapers?

With these observations we proceed to introduce the letter of *Sagittarius* to our readers, promising that our answers to him, upon different points, will be found at the foot, in notes, correspondingly numbered.

From the Charleston City Gazette and Commercial Advertiser, of the 17th of January, 1820.

TO THE HON. JOHN QUINCY ADAMS.

Sir—The importance of the subject of the Florida Treaty, the lively interest it has inspired, your own fame and destinies so deeply involved in its happy issue, will vindicate me to your judgment if they do not excuse me to your feelings, in addressing to you the following remarks. In the motive there is nothing unkind or vindictive; in the manner, I hope, you will find nothing disrespectful. (1)

The grants to Puno en Rostro and Vargas, bearing date respectively on the days mentioned in the documents submitted to Congress, have been surrendered to the King, to enable him to meet the wishes of the American Government and the provisions of the Treaty; and this surrender and consequent exclusion took place only because their dates were subsequent to the 24th Jan. 1818. The lands embraced in them, amounting to 15 or 16,000,000 of acres, pass under the Treaty to the American Govern-

ment. (2)

In the month of July, 1817, the Duke of Alagon presented to the King of Spain a petition for a grant of land in East Florida, the boundaries of which were therein designated, for and on account of "meritos y servicios," (merits and services) and expences incurred by him in the Canal of Manzanares. The petition was referred to the Council, for deliberation, and on the 17th of December of the same year, the royal and final grant, acknowledging the services, was bestowed on Lord Don Francisco Raymondo de Spes, Duke of Alagon, &c. in full property and absolute dominion, for himself and his heirs. This grant includes all the uncultivated land not before granted, lying between the mouths of the St. John's and St. Lucie, thence to the source of the Hielos or Young River, thence to its mouth in the Gulf, thence to the mouth of the Amasura, following that river to its source, thence to the place of beginning. This grant is therefore established by the date agreed upon in the 8th Article of the Treaty, which the King of Spain refuses so to modify as to subvert the rights secured to the Duke, and all others similarly circumstanced—and this is, and ALWAYS HAS BEEN, the sole obstacle to the ratification, originating not with the King of Spain, but springing entirely from the additional article which you endeavored to pin to it. (3)

Adopting therefore the views of the American Government; and considering the purchase of the Floridas in the light of a Treasury speculation, is it not a splendid bargain, clogged as it is with the title of Alagon? An estimate founded on information industriously and cautiously collected, swells the value of the lands in Puno en Rostro's grant alone, sold in the ordinary manner, to an amount at least five times as great as that you are bound by treaty to disburse. Consequently the calculation would authorize the adoption of the treaty. (4)

You appear to impute to Don Onis the guilt of misrepresentation and bad faith in the conduct of the negotiation. (5) This accusation is certainly proved to be totally groundless, by his private letters, written immediately before and after the conclusion of the Treaty. In fact, the statement made by you in one of your official letters, that he had applied to his government for other grants, to the disappointed noblemen, and Mr. Vargas is correct, and proves quite the reverse. But to say that he meant that these grants should be excluded, merely because this Government willed it so, is entirely erroneous; his intention and meaning were that they should be excluded on account of bearing date subsequent to the 24th of Jan. 1818.—"I do not know the date of the Duke of Alagon's grant, but if it should be posterior to the period stipulated in the treaty, I shall request his majesty's Government to indemnify him by one more valuable," are expressions made use of by Don Onis, in one of his letters; (6) and clearly shew his total ignorance of the date. They also prove, that he had no instructions to agree to the abolition of these particular grants; or indeed of any other. That in his opinion, and according to his intentions, the Duke of Alagon's grant, if prior in date to the period stipulated, was recognised and established; and then coupled with his last public explanation to you, completely and unanswerably, refute all you have alleged on this subject.

Now, this naturally leads us to the accusation of bad faith so openly preferred against the Spanish Government. Is it to be supposed from Don Onis so strenuously insisting on the date adopted in the Treaty, that he acted in strict conformity to his instructions, and is it not to be inferred from this that the Spanish Cabinet in thus fixing that particular period as a *sine qua non* condition, had in view the grant to the Duke, and made its establishment a special object of the negotiation? Had the Spanish King wished to change the date so as to include the grants to Puno en Rostro and Vargas, and thereby palm upon you those applied for and obtained after the resolution for alienating the Floridas was taken, after your objections to them were made known, and after he had repossessed himself of them, then your charge of bad faith and inconsistency, would not have been without color or plausibility, and the affair would at this time wear a very different aspect. But again, the King has not refused to confirm the ratified Treaty, as you have repeatedly affirmed. That he refused to admit an additional article prepared by the Federal Cabinet, so far changing the Treaty as to overthrow the rights of at least three-fourths of the private property secured by that instrument, is conceded, and the fact, thus explained, completely destroys the charge so trium-

phantly brought forward. It may be further said, that almost until the last moment of the unexpired term, hopes were entertained by his Ministers, that your explanatory article would have been withdrawn, and in this expectation they were encouraged by a Foreign Ambassador, whose calculations were founded on an exalted opinion of your sagacity. Another proof that the King was disposed to ratify, and continued to believe that the obnoxious article would not be pertinaciously adhered to, is that steps had been already taken for the appointment of the Governor of East Florida to another post. (7)

To your insinuations that the deeds have been ante-dated, I scarcely know how to form a proper reply.—From a Republican Secretary, we are prepared to expect a latitude and licence of expression degenerating sometimes even into coarseness; but from the son of the venerable JOHN ADAMS, schooled, even from boyhood, in the courtly customs and polite language of diplomacy, trained for a series of years in the etiquette and forbearance of Princes with no slender claims to the next Presidency I did not (making all due allowances for irritation) expect, in a communication to a foreign potentate, a style of crimination so bitter and unbecoming as that pervading your correspondence, and least of all, the accusation of fraud, perjury and ante-dating, charged without a shadow of proof upon one of the oldest and most respectable monarchies in Europe. (8)

Omitting however all criticism, I proceed to observe, that besides the absence of all evidence justifying your suspicions, the dates of these several grants, became subjects of notoriety in the Havana, St. Augustine, and in this place, and, although personally and intimately acquainted with their history, I never heard of such a project until suggested in your communications. On the contrary, all the public functionaries in the two first named places, have admitted the exclusion of the grants to Puno en Rostro and Vargas, on account of their dates and the establishment of that to Alagon. (9)

The fraudulent nature of these grants, is a subject on which you descend with no little elegance and amplification. Although charmed with your rhetoric, I beg leave to dissent from your logic, denying both your premises and conclusions.—Take for example the only remaining grant now in existence or controversy—viz. that to the Duke of Alagon, and admitting its date to be genuine, let us examine if it be susceptible of the charge of fraud in any other point of view. (10)

The preliminary steps to that grant were taken before the resolution for the alienation of the Floridas was adopted, a fact clearly established by reference to the date of the petition and the correspondence. The King not having then offered you the Floridas, do you, to borrow your language to the Spanish government, dare maintain that you, at that time not a party in contemplation, were defrauded of your rights, either vested or in expectation? Had not this monarch, as the sole and absolute proprietor of this territory, unencumbered by any specific claim or lien in you, the right to dispose of it as he pleased? (11)

But it has been said, and it is above all others the most popular argument, that the grant was inordinate and gratuitous, therefore fraudulent and void against subsequent purchasers for valuable consideration. This proposition, although not grounded in truth, in as much as the grant was for acknowledged services, I answer in the following manner.

Suppose a person to purchase an estate for \$1,000,000, at a fair price, you would not, I presume, consider this a fraudulent transaction. Or suppose this person to receive, by will, from his father, an estate of the same value, would you pronounce this fraudulent, because not obtained by the sweat of his brow? Or suppose he should acquire by marriage a fortune to the same amount, would this in your view of law be unjust and inequitable? In all these different modes of acquisition, are not the rights of the possessors precisely the same? And does not the grant of a sovereign to a subject convey rights just as absolute, sacred and inviolable? If it be still contended that the grant to the Duke of Alagon, was perfected about or after the period of the decision for the alienation of the Floridas, I answer that as it is unusual to sell the soil in the transfer of a province from one sovereign to another, so it was supposed by the King, that in this purchase the sovereignty and local position, not the soil, were the primary objects to the United States. (12)

In this impression he was first undeceived in February, 1818, two months after the grant to the Duke had been for-

malized, and more than six after the petition had received his sanction.

In advertent to the subject of the grants generally, I cannot avoid the expression of my fears, that I have misconceived one of your most prominent arguments. You first prove to your own perfect satisfaction that the grants are null and void, and then most strenuously require their revocation by the royal authority itself.—If null and void, they were legally, and logically speaking, in a state of perfect non-entity, and the subjects neither of negotiation nor legislation.—Why then, sir, did you cavil about grants, not in the state of existence? Why obstinately stake the precious interest of your country, involved in this important treaty, on a phantom of the imagination? Why, above all, suffer one of these void grants to become the only obstacle to the amicable possession of the Floridas, and the acknowledged extension of the American empire to the shores of the Pacific? (13)

You affirm that the 24th Jan. was the day agreed to for the sole purpose of defeating the obnoxious grants to Alagon, Puno en Rostro and Vargas. If my recollection be not very treacherous, the period first proposed by you, subsequent to which all grants would be held null and void, was some time in the year 1802, many years prior to those grants in question. Was that date chosen solely in reference to the fraudulent, the null and void, the ante-dated grants to Alagon, Puno en Rostro and Vargas. (14)

The plea founded by you on misconception of the Duke of Alagon's grant, and the retrospective operation of the Treaty, so as to annul it, is inadmissible in point of fact; for in his last letter to you, Don Onis admits the mutual intention to annul, but declares that intention to be subservient to and controlled by the letter of the Treaty. If then you did not assume the risk of the date, why afterwards transmit the Treaty to Spain? Don Onis's explanatory letter, connected with his confidential correspondence, forever puts this question at rest. (15)

Upon a dispassionate consideration of the whole subject, it clearly appears that to an unfortunate oversight, to say the least, committed by you, are attributable all the difficulties which at present exist; and it is to be lamented by all your admirers, amongst whom I beg to be numbered, (16) that in this negotiation you sustained neither your own reputation, nor that of your country. I cannot, however, conclude without awarding the compliment to which you are justly entitled for moderation in deciding not to pass your Western boundary. On that subject you have thought better, and seem to have accommodated your councils to the latent danger of a movement, which might disturb the balance of power, so long the settled policy of the Potentates, whose influence is felt even in this hemisphere. A hope is cherished, that returning reason will not do her work by halves; but in convincing you of the expediency of acquiescing in the ratified Treaty chase from the subject the embarrassments produced by your misguided zeal, and misconception of facts. (17)

NOTES.

(1) A Spanish bow in the best style.—Whoever has seen Don Luis De Onis make his bow of ceremony, will acknowledge that it is very much of his *tournaire*.

(2) Why, then, was Mr. Forsyth not informed of this? You speak of "16,000,000 of acres" surrendered, to shew how much you give up. But does your giving up a part of an enormous whole, entitle you to keep a still enormous remainder? This trick, my good "*Sagittarius*," will fail you.

(3) If this was the sole obstacle in the first instance, why did your ministers at Madrid not say so in their official letters? Why the evasive answers of Mr. Salmon? Why that of the Duke of San Fernando? Rather confess that the shuffling at Madrid was to gain time, in order to make an effort to induce this government, by the means which you are now pursuing, to give up at least a part of the lands, to a set of needy speculators. You say that the grant to the Duke of Alagon was made on the 17th of December, 1817. But how does this agree with the following facts?

1. On the 26th of April, 1818, Mr. Irving wrote to Mr. Adams from Madrid, saying—"I told him," (Pizarro, the Spanish Secretary of State,) "that it would be absolutely necessary, that the whole of those grants (to Alagon, Puno en Rostro and Vargas) should be cancelled." Page 18, printed document of the Senate No. 1. On the 19th of July, 1818, Mr. Pizarro wrote to Mr. Irving on the subject, thus—"I just received your esteemed letter, communicating to