THE CAROLINA FEDERAL REPUBLICAN.

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CONDITIONS.

The FEDERAL REPUBLICAN *is published every* Saturday *by* S. HALL, *at three Dollars per annum, payable half yearly in advance.*

ADVERTISEMENTS *inserted conspicuously at 50 cents per square for the first insertion, and 25 for each insertion after.*

All Advertisements will be continued, until otherwise ordered, & each continuance charged.

☞ No Paper will be discontinued until all arrearages are paid.

Newbern Prices Current.

Corrected Weekly.

MERCHANDIZE		From D.	c.	To D
Bacon	Lb.		15	
Beef	none			
Butter	lb.		35	
Beer-Wax			28	
Brandy, French	gal.	2	50	
do Apple			65	
do Peach			80	
Corn	busl.		80	85
Meal		1		
Cotton	lb.		26	29
Coffee			25	
Cordage			1[illegible]	14
Flour	bbl.	9		10
Flax-Seed	bush.		8[illegible]	
Gin, Holland	gal.	2		
do Country		1		
Ton Timber		20		25
Pine Scantling	M.	8		
Plank		12		15
Square Timber		20		
Shingles, 22 inch.		1	50	
Staves, W. O. hhd.		18		
do R. O. do		8		10
do W. O. bbl.		10		
Heading, W. O. hhd		20		
Lard	lb.		18	20
Molasses	gal.		60	
Tar	bbl		30	
Pitch			60	
Rosin			[illegible]	
Turpentine,		2	25	
do Spirits	gal.		40	
Pork	bbl,	20		
Rice	none			
Rum, Jamaica	gal.	1	20	
do W. I.		1	10	
do American			70	75
Salt Allum	bush.		60	65
do Fine			50	
Sugar	wt	12	50	
Tobacco		6		

NOTICE.

Refunding of Internal Duties.—Agreeably to the act of Congress of Dec. 23, 1817, duties paid on licences for periods extending beyond the 31st of December, 1817, and for stamps not used, are to be refunded by the respective Collectors, provided, the stamps shall be returned previous to the first day of May 1818.

Val. Richardson.

Collector of the Direct Tax an internal Revenue for the 4th collection district of N. Carolina.

Newbern Jan 17, 1818.

NOTICE.

ALL persons in the State of North-Carolina, who may have in their possession, not duly authorised, Arms or any kind of United States property of a military description, will be pleased to give immediate notice to the Subscriber, that such property may be collected and deposited in the United States military store houses, and regular returns be made of the same.

JAMES WARD,

Military Storekeeper for North-Carolina.

Done by order of the Officers at the heads of the Ordnance and Commissary's Departments

Wilmington N. C. Feb. 28, 1818—3*t.*

Stage Horses Wanted.

THE Subscriber wishes to purchase several likely Stage HORSES, for which a liberal price will be given.

JOSEPH BELL.

Newbern March 28, 1818.—4t.

Fifty Dollars Reward.

RAN AWAY from the Subscriber some time in January last, a negro man by the name of

SIMON SIKES,

formerly the property of Richard Croom, dec'd. He is about five feet five or six inches high; a bright mulatto—he is a Shoe Maker by trade and formerly worked near Newbern with a Mr. Mitchell.——The above reward will be given to any person who will deliver said negro to me in Tarborough or secure him in Jail so that I get him again.

Smith Hogun.

Tarborough March 21, 181[illegible].—3t.

Important judicial Decision

BURTON, vs. WILLIAMS & *al.* } Ejectment.

Opinion of the Supreme Court of the U. S. at the late term.

This case originates in a collision of interest and opinion between the states of North Carolina and Tennessee, and the United States, relative to their respective rights, in certain instances, to perfect titles to the soil of Tennessee. North Carolina, in the year 1812, issued the grant set upon the trial, in behalf of the plaintiff. Both Tennesse and the United States contend that North Carolina has relinquished the right to issue such a grant; and North-Carolina replies that her cession was conditional, and that the condition has been violated, or that the *casus federis* has never arisen.

The whole difficulty arises from the obscure wording or doubtful construction of the act of Congress of April 18, 1806. But after comparing all the acts of the respective states upon the subject; reviewing the events which led to the passage of that act of Congress, and determining the motives which influence the parties in making the compact which the act of Congress contains we are of opinion that an exposition may be given perfectly consistent with good faith, and leaving to North-Carolina no reasonable ground for complaint. We here disavow all inclination, on the part of this court, to interfere unnecessarily in state altercations; we enter into the consideration of such collision only so far as to secure individual right from being crushed in the shock. But on all such discussions the questions necessarily arise, what has a state granted & what was the extent of its power to grant, & those questions cannot be avoided.

It will be recollected that the state of Tennessee originally constituted a part of the state of N. Carolina. That, in the year 1789, the latter state made a cession both of soil and sovereignty to the United States, of all that tract of country now comprised within the limits of Tennessee, & that in the year 1796 the state of Tennessee was admitted into the Union.

Previous to the act of cession, North Carolina had made title to a considerable proportion to the soil of Tennessee, under circumstances which attached the title to a designated portion of soil, so that nothing more was necessary to vest a complete legal title, but what, in contemplation of her laws, was a mere formality, a survey and grant. In other instances she had issued warrants for a specified quantity of land, but under which the holder had not yet definitively fixed his land marks. so that he did not hold land, but only the evidence of a right to acquire land. These, & several other descriptions of land titles, as they are called, the act of cession makes provision for securing to the individual the full extent to which he was entitled under the laws of North Carolina. The words of the deed of cession, are these: "where entries have been made agreeably to law, and titles under them not perfected by grant or otherwise, then and in that case the governor for the time being shall, and he is hereby required, to perfect, from time to time, such titles in such manner as if this act had never been passed; and that all entries made by, or grants made to, all and every person or persons whatsoever, agreeably to law, and within the limits hereby intended to be ceded to the United States, shall have the same force and effect as if such cession had not been made; and that all and every right of occupancy and preemption, and every other right reserved by any act or acts to persons settled and occupying lands within the limits of the lands hereby intended to be ceded as aforesaid, shall continue to be in full force in the same manner as if the cession had not been made, and *as conditions* upon which the said lands are ceded to the United States," and further, *it shall be understood*, &c. making a provision for the case of persons who shall lose the benefit of a location because of its having been laid on a place previously located, and declaring "that they shall be at liberty to run over the location of such entry or entries to any lands on which no entry has been specially located, or on any vacant lands included within the limits of the lands hereby intended to be ceded." Thus, under the act of cession, the United States held the right of soil in the vacant lands of Tennessee, qualified by the right which the state of North Carolina retained of perfecting the inchoate titles created under her own laws.

When the act was passed admitting the state of Tennessee into the Union, Congress omitted to insert any express provision respecting unappropriated lands; and on this circumstance the state of Tennessee set up a claim to all such land within her designated limits. But still she was embarrassed in the use of her supposed acquisition, by the right which North Carolina retained, of perfecting her own land titles, and she could not obtain from a state a cession of that right without the consent of Congress. This afforded the U. States ultimately the means of resuming, in part, the soil that she was supposed incidentally to have ceded to Tennessee, and was the groundwork of the compact which is exhibited in the act of 1806. The state of North Carolina, in the mean time had passed an act in 1803, entitled "An act to authorize the state of Tennessee to perfect titles to land reserved to this state by the cession act, but expressly subject to the assent of Congress; and the two great objects of the act of Congress of 1806, as avowed in the title, are "to authorize the state of Tennessee to issue grants and perfect titles to certain lands therein described, and to settle the claims to the vacant and unappropriated lands within the same;" or, in other words, to enable the state of Tennessee to acquire the absolute unqualified right, (so far as it comported with private right) of appropriating the soil within its limits, and eodem flatu to enter into a partition of that soil with the United States, connected with the rights thus acquired from North Carolina; and such, in effect, is the operation of the compact of 1806. The two contracting parties commence with drawing a line across the state, and then stipulate that the soil to the wesward shall be vested absolutely in the United States and that to the eastward in Tennessee. Now, it is absurd to suppose that when the United States proposed to acquire to themselves the absolute dominion over the soil to the westward, that they would have withheld that assent without which Tennessee could not acquire it, and of course could not convey it to the United States. The words in which the assent of Congress is expressed, are found in the close of the 2d section; they are these—"to which said act the assent of Congress is hereby given, so far as is necessary to carry into effect the objects of this compact." But these latter words, altho' at first view they may appear to be restrictive, really in their operation, as here applied, must give the utmost latitude to that assent; because nothing short of that latitude would give effect to the provisions of the compact; and, upon considering the act of North-Carolina to which they refer, it will obviously appear that those restrictive words were introduced with a view to another object; there are several provisions of mere detail contained in the act; these could take effect without the assent of Congress, and to those provisions these restrictive words must have had reference. But it is contended that in the very compact between the United States and Tennessee, the conditions of the act of cession have been violated, and the State of North-Carolina was authorised to resume her rights. Without admitting either the premises or conclusion of this argument, we may be permitted to observe that it is at least a perilous doctrine. That the members of the American family possess ample means of defence under the constitution, we hope ages to come will verify. But happily for our domestic harmony the power of aggressive operation against each other is taken away: and the difficulty and danger of applying to the contracts of independent states the principles of the common law relative to conditions, would, if necessary, incline this court to consider words of condition in such cases as words of contract only. In this instance the state of North Carolina has asserted the common law right of entering for condition broken, and the unfortunate consequences may well be held up as a warning to others. But in this case the words used are not words of condition. On the contrary the words of condition used with relation to the provision for securing vested freehold rights are dropped, and those applied to the other class of rights are appropriate only to stipulation or contract. "It shall be understood, &c," are the words as expressed in the quotation from that act. All the operation, then, which can be given to the provision of the cession act on the subject of these floating rights, is that of the stipulations of the treaty, and all the obligation resulting from those provisions, as well on behalf of the United States as Tennessee was, that it should be honorably and in good faith executed. And this has been done. No more control has been exercised over those floating claims than North Carolina might have exercised, and no obligation which North Carolina acknowledged with regard to those rights has been violated. The injuries complained of are, that these floating rights have been restricted in their original range, so as not to be permitted now to be located to the westward of the line of demarkation, and that they have also been restricted to the eastward by the stipulation of Tennessee, to make certain appropriations for schools, &c. But this reasoning is founded upon two assumptions that cannot possibly be admitted, to wit; that North Carolina herself could not, if she had thought proper, have made these appropriations before the act of cession! and that after the act of cession the United States could not have set apart any portion of the unlocated land for specified purposes; or, in fact have issued any grants or warrants for unappropriated land, until these floating claims had finally found a place of rest after landing and embarking again an hundred times. It would have been nugatory under such circumstances to have made a cession of territory. These claims were not forgotten; Tennessee stipulates to make provision for them on her side of the line, and the United States to make provision on the other side, if Tennessee cannot satisfy them, so that the whole country is in fact open to the holders of these rights, but they are only, in the first instance, directed to a particular tract of country to make their selections.

With regard to the objection, that the appropriation of these lands was made to a single state, when they were expressly given for the use of the United States, including North Carolina, there is certainly nothing in it; for the erection of a state may have appeared to Congress the most beneficial general purpose to which those lands could be appropriated nor can the prohibition to locate warrants on the Cherokee lands be objected to, when it is considered that it was actually illegal under the laws of North Carolina, and the stipulation is expressly made in subservience to the laws of that state.

Upon the whole we are decidedly of opinion that the state of North Carolina has parted with the power to issue this grant and could not resume it. But although we must decide against the action of the plaintiff in this case because it rests upon that grant, it must not be inferred that we think unfavorably of his right to the land. On the contrary we