

COMMUNICATION.

FOR THE SENTINEL.

Anthony A. Delisle

The Newbern Marine and Fire Insurance Company.

This was an act of assumption. The declaration contained two counts, the first on a policy of insurance, dated 27th March 1827, upon the brig Milford, valued at two thousand dollars, "from the island of St. Bartholomew, to continue and endure until the said vessel shall be safely arrived at a port of discharge in the United States, and until she shall be moored, towed or hoisted in good safety. And it shall and may be lawful, for the said vessel, in her voyage aforesaid, to proceed and sail to, touch and stay at any ports or places, either on the coast or elsewhere, as she may see fit, and without prejudice to her, or other matters herein contained, and without any stipulation, condition, warranty or exception, other than the following clause: "If the above vessel, after a regular survey, should be condemned for being unsound, or rotten, the assurers shall not be bound to pay their subscription on this policy." The cause was tried on the 25th day of October, 1831, before his Honor JOHN R. DOWELL Esq., in conjunction with a suit upon a policy on goods by the vessel, and in each case, the questions were, want of seaworthiness, deviation in the voyage, unskillfulness of the captain, and a want of sufficient notice of abandonment. The brig Milford sailed from New London, in the state of Connecticut, about the 23d day of September 1826, bound for Surinam; during the voyage, she encountered very severe gales of wind, and in consequence of the violence of the weather, was bound about the last of February 1827, to put into St. Bartholomew, where she was purchased by the agent of the Plaintiff, and insured in this place.

The counsel for the Plaintiff then proceeded to read the deposition of the captain of the Milford, which was objected to by the defendants, on the ground that inasmuch as there was a deviation in the voyage, the captain would be incompetent to prove that he had not been guilty of a deviation; for if the Plaintiff failed, he would be responsible to him for the consequences of such deviation, and he would then labour under an interest in the event of the suit; that the brig being bound for Surinam, and the captain under the policy, had made an election of the voyage to Newbern, it was a prima facie case of deviation. In support of this position, defendants cited 3 Starkie on Ev. 1730 2 N. R. 374.

Gaston, contra, contended, that there was no allegation of deviation by Plaintiff, and that there was no evidence of that fact before the court. The court overruled the objection for the present, and the deposition was read. It appeared in evidence that upon the arrival of the Milford at St. Bartholomew, she was in the opinion of the Captain, sound and staunch in her masts, and that during the voyage to that place, the mainmast did not manifest any signs of weakness or defect, though put to a severe test by the violence of the weather. After the purchase by the agent of the Plaintiff, she was put in complete repair, and surveyed by several captains of vessels, pronounced to be in complete order, and thought to be every way seaworthy. About the 19th day of March, 1827, she sailed from St. Bartholomew, bound for Newbern, and on the 28th of the same month, encountered hard-blowing and equally violent. In latitude 31. 8. N. the brig made the land, and on the 29th of March, at 2 o'clock P. M. she made the light on Cape Look out, and about 10 miles off during the night. At day light, the brig had been set to the southward by the currents, and she made sail and beat to the windward, during that day and the next. On the 31st of the same month, it began to blow very fresh from the North East, and at 3 o'clock P. M. they took to the top-gallant sails; at 8 o'clock, the gale increasing, they took in the mainsail; at 9 o'clock, double reefed the topsails, and at 2 o'clock A. M. sounded and found ten fathoms of water. At 8 o'clock, the gale blew with great fury, with a raging sea; the foresail and fore-top-sail, were taken in, and whilst they were furling the fore-top-sail, the main-top-sail was broken off and carried away, hanging to the mast. At 9 o'clock, the trysail was taken in, and at half past 11, the mainmast was broken off and carried away, with the main-top-sail and rigging being attached to the mast, and hanging thereto, it was impossible to save; and fearing that the brig would get on the shoals of Cape Look out, she being then near them, and in a critical situation, and in order to clear the mast and spars, they were cut away. On the 1st of April, the gale continuing to blow with great fury and violence, at 4 o'clock P. M. the fore-top-sail was carried away close to the cap. On the 2d, the gale continued very severe; the vessel being unable to anchor, she was bent to the foremast. In latitude 32. 46. N. the brig being disabled from prosecuting her voyage, and the Captain deeming it necessary for the safety of the vessel and the preservation of the lives on board, to put into the nearest port for repairs, on the 31 of April, he took a pilot of Charleston bar, was towed into that port, entered his protest, and caused the vessel to be surveyed by the Wardens of the port. He immediately informed the Plaintiff of the situation of the brig, and the steps he had taken, and understanding that the Plaintiff had abandoned her to the underwriters, he caused the brig to be sold. The Captain was of opinion that the damage sustained by the brig, was owing entirely and exclusively, to the extraordinary violence of the gale, and not to any weakness or defect in the masts, or other parts of the vessel or rigging. The report of the survey by the Wardens of the Port of Charleston, stated, that the mainmast of the brig was carried away, the stump which was partly decayed in the heart, and that the timber of the mast, the loss was not exclusively owing to the inward decay, or to any one particular cause, but was rather, the unavoidable result of various causes combined, among which, stress of weather was the principal; and that the brig was injured in many different parts.

The Plaintiff, after ascertaining the loss of his vessel, addressed the following letter to the Defendants, informing them of his abandonment of the brig, and of his protest. To the President and Directors of the Newbern Marine and Fire Insurance Company. Gentlemen,

"All the papers relative to the loss of the brig Milford, have been before you, and, no doubt, duly considered. It seems that the prospect of any amicable arrangement on the subject is at end. Under these circumstances, I deem it my duty, to hereby formally abandon the said brig to you, as totally lost. You are requested to give me an early answer, whether you accept or reject the abandonment. Respectfully, your obedt servant, A. A. DELISLE. Newbern, 7th May, 1827."

Upon this letter was the following endorsement: "A letter, whereof the within is a duplicate, was delivered to me this 7th May, 1827. 'Pres't N. M. & F. Ins. Com'ry.' The Plaintiff having waited some time for a reply, and not having received any, addressed the following note to the Defendants: 'To the President and Directors of the Newbern Marine and Fire Insurance Company. Gentlemen, "On the 7th inst. I made an abandonment to you of the brig Milford, and requested a speedy answer, whether you accepted or rejected the abandonment. As yet, I have received no answer. It is perhaps proper to apprise you, that I have informed Captain Farrell of the fact of the abandonment, that he is to be governed by such instructions as you shall give, and that if you give none, he must act as he shall judge proper, for the interest of all concerned. Respectfully, yours, A. A. DELISLE. Newbern, 10th May, 1827." This note contained a similar endorsement to the former, to which not having received any reply, the Plaintiff again addressed them as follows: "To the President, &c. Gentlemen: It is time that I should have some answer from you, on the subject of the said brig, which you are disposed to reject the abandonment, this being your fixed determination, have the goodness to communicate it, in decisive terms, that I may lose no time in asserting what I believe to be my right. Respectfully, your obedt. servt. A. A. DELISLE. May 21st, 1827." This note was endorsed similarly as the above, and never was replied to by the defendants. There was much evidence as to the degree of rottenness or decay in this fact constituted the main ground of defence, and as this fact constituted the main ground of defence, it may be expedient to give a synopsis of the testimony. All the witnesses for the Plaintiff concurred in representing the mast as seaworthy, and of sufficient strength to perform the intended voyage, and more especially, as during the most violent part of the gale, the main-top-sail was carried away, and left the mainmast standing; and they all concurred in the facts stated in the survey.

The Plaintiff having closed his case, the defendants stated their objection to his recovery, and offered to read the deposition of two shipwrights of Charleston, as to the seaworthiness of the brig. This deposition was objected to by the Plaintiff, on the ground of its irregularity. 1st. Because the deponents were not sworn by the Court, and 2d. Because the deposition was taken by the Plaintiff, and the deponents themselves were sworn, together with the deponents, by a Notary Public and Justice of the Quorum. 2d. The deposition itself, consisted of a joint oath, signed by each deponent. These objections were overruled; the Court, however, expressed some doubt, and the points were reserved, in case the Plaintiff should urge them at a subsequent stage of the cause. The testimony in behalf of the defendants represented the mainmast as being from seventeen and a half, to eighteen inches in diameter, in a perfectly decayed condition, and wholly unseaworthy; that it was broken off short at the partners, and that two-thirds of the diameter of the stump seemed to be in so carious a condition as to render it unsafe to go to sea with such a mast. Fragments of the decayed mast were exhibited to the jury, and it was also in evidence, that if the mast were well braced by the rigging it would support it, until it received a sudden lurch. Experienced navigators represented it to be the duty of the Captain of the Milford, after the main-top-mast &c. had been carried away, and was hanging to the mast, to cut it away, for the preservation of the mast, and that it was very unusual for a mast to break at the partners, unless it was decayed, or the vessel exposed to a hurricane. It was also in evidence, that vessels of an inferior grade had survived the same gale, without any material injury. There was much contradictory testimony upon the different points in issue, and much information detailed to the jury, as to the greater probability of the mast of a ship breaking at the hands than at the partners, unless it was defective or decayed at the latter place.

Gaston, for the Plaintiff, upon the question of seaworthiness, contended, that there may be a partial unsoundness of particular timbers, which could not with propriety destroy the character of a vessel for seaworthiness; and as scarcely a vessel sails on the ocean, without having some unsoundness in part of her timbers, she cannot be denominated unsound or unseaworthy, merely because individual constituent parts of her hull are in a state of decay. And further, that it required an assemblage of such defects, to ascribe justly to her the appellation of being unseaworthy, and if the brig in question was enabled to encounter the ordinary perils of the ocean, she was seaworthy. Armoyd vs. Union Ins. Co. 2d Binney's Rep. 402. 2 Marshall on Ins. 153. With regard to the sufficiency of the mast, to perform the voyage, and its seaworthiness, the learned counsel made a novel and ingenious argument, demonstrating, with mathematical accuracy and precision, the position which he assumed. He contended that "the strength of cylindrical beams are as the cubes of their diameters." (2 Hutton's Math. 134 Cor. 4.)

A mast 18 inches through has a relative strength of $18 \times 18 \times 18 = 5832$

If it be rotten $\frac{1}{2}$ of its diameter in the centre, this takes away strength, $6 \times 6 \times 6 = 216$

Leaving a strength equal to 5616

But a mast 17 $\frac{1}{2}$ inches thick, and perfectly sound has a strength of but $17\frac{1}{2} \times 17\frac{1}{2} \times 17\frac{1}{2} = 5398$

Less than that of the former by 216

Suppose a mast 18 inches through, and the central half rotten, its relative strength is, deducting $9 \times 9 \times 9 = 729$ from 5832

The strength of a sound mast 17 inches thick is $17 \times 17 \times 17 = 4913$

Suppose the 18 inch mast is two-thirds rotten—its strength is, deducting $12 \times 12 \times 12 (1728)$ from 5832

A sound mast 16 inches through is $16 \times 16 \times 16 = 4096$

The concluding argument made by this distinguished jurist was pronounced to be the ablest intellectual effort ever heard or witnessed here. Bryan and Stanly for the defendants, contended, that the Plaintiff's case rested materially upon the evidence of the Master alone, who is presumed to be always inclined to favour his employer, and is therefore suspicious. 1 Marsh. on Ins. 159. That there being always an implied warranty in every policy, that the ship shall be seaworthy, neither the ignorance nor innocence of the insured, nor any precautions he may have taken to make her seaworthy, will avail him against the breach of his implied warranty. 1 Marsh. 159. 3 Kent's Com. 161. 4th Bac. Ab. 657. Why was the original voyage to Surinam abandoned? and why was the brig sold in transitu, unless she was found to be unseaworthy? The facts disclosed much unskillfulness on the part of the Master, who was always held liable for an error of judgment, &c. In case of a total loss, as soon as he is informed of it, the insured must elect to abandon or not. If he mean to abandon, he must give reasonable notice to the insurers, otherwise he will waive his right to abandon. 2 Marsh. 590. Aldridge vs. Bell, 1 Starkie Rep. 493;—the notice must be given by the first opportunity, and as speedily as possible. 2 Marshall, 592, 594. If the insurer offer to abandon for a total loss, the survey of the vessel is a necessary part of the preliminary proof, to be exhibited to the insurers, and must be produced to them, with the other accounts, before the commencement of the action, or some account given why they were not produced. Hoff vs. Mar. Ins. Co. 4 Johns. Rep. 132. 4 Bac. Ab. 657. 2 Phillips on Ev. 54. 1 Mass. Rep. 264. The accident occasioning the loss, must be stated, or described with certainty, so as to enable the underwriter to determine whether he will accept &c. 2 Marsh. 601. King vs. Del. Ins. Co. 2 Wash. C. C. Rep. 300.

LIST OF THE AMERICAN NAVY FOR 1831.

Names of Vessels.	Built.	Guns.
Independence,	Boston, 1814,	74
Franklin,	Philadelphia, 1815,	74
Washington,	Portsmouth, 1816,	74
Columbus,	Washington, 1819,	74
Ohio,	New York, 1820,	74
North Carolina,	Philadelphia, 1820,	74
Delaware,	Gosport, 1820,	74
United States,	Philadelphia, 1797,	44
Constitution,	Boston, 1797,	44
Guerriere,	Philadelphia, 1814,	44
Java,	Baltimore, 1814,	44
Potomac,	Washington, 1822,	44
Brandywine,	Washington, 1825,	44
Hudson,	Purchased 1826,	44
Congress,	Portsmouth, 1799,	36
Constellation,	Baltimore, 1796,	36
Macedonian,	Captured, 1812,	36
John Adams,	Charleston, S. C. 1798,	24
Cyane,	Captured, 1815,	24
Baltimore,	Baltimore, 1813,	24
Ontario,	Baltimore, 1813,	18
Peacock,	New York, 1813,	18
Boston,	Boston, 1825,	18
Lexington,	New York, 1825,	18
Vincennes,	New York, 1826,	18
Warren,	Boston, 1826,	18
Natchez,	Norfolk, 1827,	18
Falmouth,	Norfolk, 1827,	18
Fairfield,	New York, 1828,	18
Vandalia,	Philadelphia, 1828,	18
St. Louis,	Washington, 1828,	18
Concord,	Portsmouth, 1828,	18
Dolphin,	Philadelphia, 1821,	12
Grampus,	Washington, 1821,	12
Porpoise,	Portsmouth, 1820,	12
Shark,	Washington, 1821,	12
Fox,	Purchased, 1823,	3
Alert, store ship,	Captured, 1812,	
Sea Gull, do,	Purchased, 1823,	

VESSELS BUILDING.

Names.	Where Building.	Guns.
Alabama,	Portsmouth,	74
Vermont,	Boston,	74
Virginia,	Boston,	74
Pennsylvania,	Philadelphia,	74
New York,	Norfolk,	74
Santee,	Portsmouth,	44
Cumberland,	Boston,	44
Sabine,	New York,	44
Savannah,	New York,	44
Raritan,	Philadelphia,	44
Columbia,	Washington,	44
St. Lawrence,	Norfolk,	44

MR. CALHOUN'S REPLY TO MAJOR EATON.

From the Pendleton Messenger.

Major Eaton has, in his late address, gratuitously dragged my name into his controversy with a part of his associates in the late administration. The statement which he recently occupied, and the relation in which he is well known to stand to the head of the Executive branch of the Government, are calculated to give more weight to his representations, at least with many, than what belongs to the anonymous communications of the day; yet I would have deemed his statement unworthy of my notice, had he confined himself to the vague insinuations, which constitute the great body of his address, as far as it relates to me. To give color to his general charges, he has ventured, in a few instances, to descend into detail, and to give statements of facts, but in a manner wholly erroneous; which however, might be received by the public as true, were I to remain silent. They have, in fact, been already so received in some respectable quarters. I am thus compelled, in self-defence, to correct the errors of his statements, as far as they concern me. The occurrences which are the subject of his address, are of a character to render me solicitous, that the part I took in relation to them, should be presented in the light which truth and justice require. The memory of them will probably outlive the present day, and a decent regard for the opinions of those who are to succeed us, naturally makes me desirous that I should not seem to have any other connection with events, little calculated to do credit to the history of the day, than what I really had.

It is impossible to doubt that the main drift of Major Eaton's address is to hold me up as the real author of all the discord which is alleged to have prevailed in the late cabinet, and to which he endeavors to trace its dissolution, and in which he would have the public believe, originated in a low and miserable squabble, on my part, in relation to the succession to the Presidential chair. With this view, and in order to give a political aspect to the refusal of Mrs. Calhoun to visit Mrs. Eaton, he states, that she and myself called in the first instance on him and Mrs. Eaton, during their absence at Philadelphia, intending to be informed that in declining intercourse afterwards, we were actuated by political motives, and not by considerations connected with duty. Unfortunately for Major Eaton, his statement is not correct. Mrs. Calhoun never called on Mrs. Eaton at the time he states, nor at any other time before, or since; nor did she ever leave her card for her, nor authorize any one to do so; and she is entirely ignorant through what channel, or by what agency her card could come into his and Mrs. Eaton's possession; to which I add, that it was not done through my agency, or with my consent or knowledge. If Major Eaton had reflected, he would have seen that there must have been, to say the least, an imposition somewhere. He states, that our visit took place while they were in Philadelphia, and, of course, preceded their call, which, as he represents, took place after their return, and which, he must know, according to the usage that governs intercourse at the place, could not occur. The Senators and their families invariably make the first call on the Vice President and his family; and in conformity with this rule, Major Eaton had called on me, on my arrival at Washington, before his marriage, which I afterwards returned; and not finding him at home left my card. This was probably, while he was absent at Philadelphia, and was the only intercourse I had with him, as far as I can recollect, during the whole session, except what took place in the senate chamber, or when we casually met at parties.

This is not the first time, that Mrs. Calhoun has contradicted the statement that she had visited Mrs. Eaton. It was reported at the time, that she had visited Mrs. Eaton, and that her card had been left. She then, on all suitable occasions, contradicted as directly and pointedly as she now does, and in particular to two respectable ladies from Tennessee, (wives of members) who then resided in an adjoining boarding house. The erroneous statement of Major E. compels me to give a correct version of what actually occurred; but which I never intended to intrude on the public, and now state, with great reluctance, even in self-defence. When he and Mrs. Eaton made their visit, I was not at home, as he states, and did not return till after they had retired. When I returned, Mrs. Calhoun mentioned they had been there, and said she would not have known who Mrs. Eaton was, had she not been with Mr. Eaton, as the servant had not announced their names. She of course treated them with civility. She could not, with propriety, do otherwise. The relation which Mrs. Eaton bore to the society of Washington, became the subject of some general remarks. The next morning she informed me, that she had made up her mind not to return her visit. She said, that she considered herself a stranger in the place; knew nothing of Mrs. Eaton, or the truth, or falsehood of the imputation on her character; and that she conceived it to be the duty of Mrs. Eaton, if innocent to open her intercourse with the ladies who had the best means of forming a correct opinion of her conduct, and not with those who, like herself, had no means of forming a correct judgment: I replied, that I approved of her decision, though I foresaw the difficulties in which it would probably involve me; but that I viewed the question involved, as paramount to all political considerations, and was prepared to meet the consequences, as to myself, be they what they might.

So far from political motives having any influence in the course adopted, could they have been permitted to have any weight in the question, the very reverse course would have been pursued. The road to favor and patronage lay directly before me, could I have been base enough to tread it. The intimate relation between Gen. Jackson and Major Eaton was well known as well as the interest that the former took in Mrs. Eaton's case; but, as degraded as I would have felt myself, had I sought patronage in that direction, I would not have considered the infamy less had we adopted the course we did from any other motive, than a high and sacred regard to duty. It was not in fact, a question of the exclusion of one already admitted into society, but the admission of one already excluded. Before the marriage, while she was Mrs. Timberlake, she had not been admitted into the society of Washington; and the real question was, whether her marriage with Major Eaton, should open the door already closed on her; or, in other words, whether official rank and patronage should, or not, prove paramount to that censorship which the sex exercises over itself, and on which, all must acknowledge, the purity and dignity of the female character mainly depend. Had the case been different; had a scheme been formed to exclude Mrs. Eaton, with political views, as is insinuated, the folly would have been equalled only by its profligacy.

Happily for our country, this important censorship is too high and too pure to be influenced by any political considerations whatever. It is equally beyond the scope of power, or influence, to exclude the virtuous and unsuspected female from society, as experience has found it is to raise the suspected to that elevation. This point may now be considered settled, unless, indeed, the public should permit the fruits of the great victory that has been achieved, in favor of the morals of the country, by the high minded independence and virtue of the ladies of Washington, to be lost by perverted and false representations of the real question at issue.

With the same view, and not much less erroneously, Major Eaton has given a statement of my application to him in favour of a friend for the place of chief clerk in the War Department. He has so drawn up his statement, as to make an impression, that I suspended all official intercourse with him, because he refused to comply with my application. The fact is far otherwise. It is true, that at the request of my friend, who was also a warm and devoted friend of General Jackson, and had suffered from his attachment to him, I did present his name to Major Eaton, and that I had

no official intercourse with him afterwards; but for a different reason from what he alleges; a reason which every individual, who has even a moderate share of self-respect, must deem amply sufficient, as a brief statement of the facts will prove. The application was made, not at the early period he states, (which was necessary to make the impression he intends) when it was known he was to be appointed Secretary of War, but after he was appointed, and took possession of his office, and, if it be material, long after Mrs. Calhoun had declined to return Mrs. Eaton's visit. I called at his office a day or two before I left the city; I informed him that I called at the request of my friend, simply to state my impression of his qualification and not to urge his claim. After I had stated my impression in my friend's favor, he told me he was well satisfied with his qualifications, but that he had well offered the place to another gentleman, whom he named, but informing me, at the same time, if he should decline, my friend would be the same time, if he should decline, that the place would be offered to the gentleman named. I remarked, that the person to whom he had offered the place, was perfectly qualified, and that I could not say a word to weaken his claim. Besides his qualifications, his relation with me was at least as intimate and friendly, as his whose name I had presented, and as between them it could not possibly be a source of offence, that the former was selected; which, all who know me, will admit, was not selected; which, all who know me, will admit, was not selected; which, all who know me, will admit, was not selected.

But it seems that I am to be held responsible for the supposed feuds of the late Cabinet and its dissolution, because, as Major Eaton states, an ardent friend of the Vice President said in 1829, that Major Eaton is not the friend of Mr. Calhoun. It would have been much more satisfactory, if Major Eaton, had given the name of this supposed friend, with the time, place, and circumstances, not only to enable him to give his statement of the occurrence, but to afford me an opportunity of judging how far I ought to be responsible. It would have been both to him and me an act of simple justice, which, as far as I am concerned, would have been particularly desirable, as I must object to the competency of Major Eaton and his associates, to determine who are, or who are not, my friends. They appear particularly liable to error on this point. But a short time since it was gravely charged, in an almost official quarter, that my friends had a meeting to expel him from the Cabinet, when it turned out, on further disclosures, that they were all gentlemen from the Western States, Tennessee, Kentucky and Louisiana, and devoted friends to Gen. Jackson, actuated solely by a regard for the success and honor of his administration; a step, of the existence of which I was ignorant till after the meeting, and of the particulars, till disclosed by the recent publications. If to this I add Major Eaton's own inability to fall into error in determining who are or are not my political friends, as disclosed in his late address, it will not, I am sure, be thought unreasonable, that I should object to his competency. When it is necessary to hold me responsible for scenes, the odium of which he shows uncommon anxiety to shift to the shoulders of others, he errs, on that point, in relation to two of his late associates in the administration. If, in his anxiety to implicate me, he mistakes the political relations between Mr. Branch and Mr. Berrien, and myself, gentlemen of whose sentiments one would suppose he could not be ignorant, we may reasonably suppose that he is equally mistaken in the case under consideration.

The inference he would draw from Gen. Green's course, in relation to myself, can scarcely deserve more than a passing notice. Gen. Green's course has been of his own choosing, without an attempt on my part to influence him. Such an attempt would indeed have been perfectly idle. If he should be supposed to be governed by base and selfish views, how could I influence him? I had nothing to give, where he had much to lose. On the contrary supposition, that he was governed by a sense of truth and justice, an attempt to influence him was unnecessary. My course, I trust, afforded ample motives of that description. If it had not, it would have been vain in me, on the supposition of his honesty, to have attempted to obtain his support; as it clearly would have been, on the opposite, to have obtained it at all.

As I have been compelled to speak of Gen. Green, it is due, in justice to him to say, that I believe Gen. Jackson had no friend more zealous and honest in his cause. Whatever may be his present feelings, I know from his own declarations, that he was early and decidedly enlisted in favor of his re-election. His own interest evidently lay in that direction, as I believe his views of public policy did. If he has since changed his opinion, many causes may be found in what has since transpired, without attributing it to any imaginary influence over him, on my part, when it must be apparent to all, with the whole power and patronage of the government against me, I had nothing through which to exercise it.

Having corrected the errors of Major Eaton's statements and inferences, wherever he has descended into particulars, it only remains to repel his general charges and insinuations, which I do by a direct and positive contradiction. It is not true, that I attempted to exercise any control in the formation of the late cabinet or to influence its patronage, or that I made any attempt to embarrass the Administration in the Senate or elsewhere, or am any way responsible for the dissolution of the late cabinet; unless, indeed, the refusal of Mrs. Calhoun to visit Mrs. Eaton on grounds exclusively connected with the dignity and purity of her sex, or the vindication of my character against an unprovoked and unfounded attack, should be considered sufficient to render me responsible. These are my only offence. In truth, the reverse of all of these general charges and insinuations is true. Gen. Jackson never consulted me, as to the formation of his cabinet. He was even then, as it now appears, alienated from me, by means which have been explained on a former occasion. As he did not consult me, I had too much self-respect and regard for the dignity of the office I held, to intrude my advice; while the disinterestedness of my particular friends freed me from all solicitude on the score of patronage.

As a body, they neither sought, nor desired office.—The most prominent of them, those who had taken the most decided and effective part in favor of General Jackson's election, had openly avowed their determination not to take office. In supporting him, they were actuated by far different, and much more elevated motives, than the low and sordid ambition that looks to power and patronage. Their object was to maintain principle which they believed to be essential to the liberty and happiness of the country, to restore the administration of the General Government to the true principles of the Constitution, and to arrest that course of events which was rapidly bringing the great interests of the country into the most dangerous conflict; and so much higher did they hold these considerations, than the elevation of any man to power, that, as is well known, pending the election, while zealously supporting General Jackson, they refused,

to advance his interest by the least abatement of their zeal in the maintenance of their principle. Nor is the charge of embarrassing the administration less remote from truth. I was most anxious for the success of Gen. Jackson's administration; and though I saw much I could not approve, yet I continued to give him my support, whenever I possibly could consistently with duty.

That such was my course, I appeal with confidence to all who were intimate with me, to the members of the body over which I preside, and especially to the two Senators from Tennessee, both devoted friends of Gen. Jackson, both men of great sagacity, and both having ample opportunities of forming a correct opinion of my course. In fact every consideration, public and private, of honor, duty and interest, led me to desire the success of Gen. Jackson's administration. I had contributed all in my power to the success of this election, and felt, to the full, the obligation which it imposed.

It is with pain that I have forced myself to touch on the prominent subject of this communication.—The question involved in Mrs. Eaton's relation to the society of Washington belonged, I conceived, exclusively to her sex, and could not be involved in political considerations, or drawn into public discussion, without painful consequences. I acted on these views in my correspondence with Gen. Jackson. I could not be ignorant of the use made of it by those who by their artful machination, have placed Gen. Jackson and myself in our present relation; but I desire to do nothing on my part that could tend to draw the question from the tribunal to which it properly and exclusively belonged, restrained me from making the least allusion to it in the correspondence, though calculated to throw light on the controversy between us and to strengthen me in the conflict.

J. C. CALHOUN.

Boston, Oct. 18.

Coffee.—We are informed that the amount of coffee now in the Custom-House stores of this city, awaiting the reduction of the duty, which takes place on the first of January next, is fifty thousand bags, or about EIGHT MILLIONS FIVE HUNDRED POUNDS. What quantity of coffee is there in the custom-house stores of New York, Philadelphia, Baltimore and Charleston? Will some of the editors in those places take the trouble to find out, and furnish their readers with the desired information? We suspect the quantity of coffee in this country will greatly exceed the estimate recently published in the papers: so far as Boston is concerned, we are informed that estimate falls short, considerably, of the quantity on hand.

Coffee estimate of the United States for 1831.—The following is believed to be as correct as a calculation of this nature will admit.

Stock on hand in the United States, Sept. 1, 1831.	
Boston and eastern ports	35,000 bags
New York	30,000 do
Philadelphia	25,000 do
Baltimore	25,000 do
Charleston, New Orleans, Savannah, Mobile, &c. &c.	30,000 do
	145,000 bags.
Estimate receipt from Sept. 1st to March 1st	55,000 do
	200,000

Or, at 125 lbs. per bag, 25 millions lbs.

NEWBERN PRICES CURRENT.

CORRECTED EVERY TUESDAY.

BEESWAX, lb.	17	20
BUTTER, do.	20	25
CANDLES, do.	12	14
COFFEE, do.	13	14
CORN, bbl. quantity,	2	00
CORN MEAL, bushel,	50	60
CORDAGE, cwt.	14	16
COTTON, do.	7	00
COTTON BAGGING, Hemp, yd.	18	20
Flax, do.	12	15
FLAX, lb.	8	10
FLOUR, Rochester, bbl.	6	50
do. Baltimore, do.	6	50
do. North Carolina, do.	5	50
IRON—Bar, American, lb.	5	60
do. Russia & Swedes, do.	6	10
LARD, lb.	8	
LEATHER, Sole, lb.	25	30
do. Dress'd, Neats do.	1	50
do. Call Skins, dozen,	22	00
LUMBER, Flooring, 1 1/2 inch, M.	12	14
do. do. 1 inch, do.	8	9
do. do. 3/4 inch, do.	8	9
do. do. Square Timber, do.	17	18
do. do. Shingles, Cypress, do.	1	50
do. do. Staves, w. o. hhd. do.	18	20
do. do. Do. red oak, do.	7	8
do. do. Do. w. o. bbl. do.	8	8
do. do. Heading, hhd. do.	18	20
do. do. Do. bbl. do.	8	10
MOLASSES, gallon,	26	30
NAILS, Cut, all sizes above 4d. lb.	8	
do. 4d. and 3d. do.	8	
do. wrought, do.	15	
NAVAL STORES, Tar, bbl.	90	100
do. Turpentine, do.	1	50
do. Pitch, do.	1	
do. Rosin, do.	1	50
Spirits Turpentine, gall.	30	
do. Varnish, do.	25	
OIL, Sperm, do.	90	1
do. Whale & Porpoise, do.	35	40
do. Linsed, do.	1	00
PAINTS, Red Lead, lb.	15	18
do. White Lead,		