



NORTH-CAROLINA STATE GAZETTE.

“Oursure the Plans of fair delightful Peace, Unwarp'd by Party Rage to livelike Brethren.”

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English Law Intelligence.

We present to our readers the following account of a trial in the English courts for Defamation, which is well worthy of their attention, and of the eloquence of an Englishman.

DEPAMATION.

At the Norfolk affizes an action for defamation, in which Sir Jacob Astley was plaintiff, against Colonel Harwood, was tried.

Mr. Macintosh opened the cause for the prosecution, and stated that the action was for words spoken at a ball, a short time previous to the late election.

Mr. Briskine followed on the same side, in a most eloquent speech.

“Gentlemen of the jury,” said he, “notwithstanding the hot debates which have taken place at various periods in this land, on the subject of liberty of voting and speaking with reference to public characters, and subjects of a public nature, yet, as regarding private slander, nothing has ever been brought into question.”

It was at this particular moment, when as I have stated to you the plaintiff was soliciting the suffrage of the freeholders, the defendant, who was at a ball at Norwich, elevated himself, as on a rostrum, called aloud for silence; and having obtained it, applied these epithets to the Gentlemen I represent.

“He is a liar, a coward, an assassin, a scoundrel, and a murderer; and he murdered his own father!” I ask you what a man must have felt under these circumstances? From whom did this slander proceed? Had it come from some man who was a mountebank, or in some low situation in life: if such a one had said Sir Jacob Astley was a liar, he would have been kicked out of the room; he would have been considered as a man who could have had no acquaintance with him or his family; but on the contrary, every one who saw Colonel Harwood in that situation in which (I am sorry to say) he ever was placed, a man who was bred in the family and acquainted with all that confidence could communicate; who had lived under the roof of Sir Edward Astley until the hour of his death; who was acquainted with all the transactions of that Hon. House; every one, I say, who saw and heard him, must have concluded, that there was some foundation for such an assertion.

“It is not an open enemy that has done me this dishonor, for then I could have borne it: Neither was it mine adversary that did magnify himself against me; for then, peradventure, I would have hid myself from him.”

“But it was even thou, my companion, my guide, my own familiar friend.” The first question I would ask and humbly implore the attention of the Honourable and learned Judge (it is, are these words such as could have been noticed in one way

these preliminary observations I will however, now proceed to state the facts: The plaintiff and the defendant had been companions & friends for 25 years, they lived together during the remoter part of that period in the habits of friendship, which are, or ought to be, habits of confidence. There is no confanguinity half so endeared, as the spontaneous confanguinity of friendship! A man feels himself not in one of the common situations of life when he is with his friend, he feels he is with his brother. I do not speak of any obligations which the defendant received from the plaintiff. He was not, I admit, in a situation to require them; but he received his hospitality, and every favour urged by friendship, which ought to have made an impression on his mind.

“There is no danger a man would not brave, rather than that the hand of scorn should point its slow and moving finger at him; there is no man knows what the dread of public opinion may drive him to; and a man will be justified in taking the law into his own hand when it will not afford him its protection.” This observation is as old as the Revolution; for whoever will look into the reports of Lord Raymond, who lived about that time, will find that it was said by Lord Chief Justice Holt, when an attempt was made to explain away words, and give small damages: “I am,” said he, “always for supporting actions for words; for I remember a saying of Mr. Justice Twissden, who was present when judgment was arrested for words, and the plaintiff explained, if I had thought this I would have had his blood!”

“The words were proved to have been spoken. Mr. Gurney for the defendant, contended that the words could not be the foundation of an action, as nobody could understand Col. Harwood to mean that the plaintiff had murdered his own father. Therefore, the words did not impute a charge, which, if true, would subject a man to punishment, and were not actionable. He stated too, that a reconciliation had taken place by the intervention of friends.

“Evidence was called in support of the defence. Mr. Justice Grose stated to the Jury, that in order to their returning their verdict in favour of the plaintiff, they ought to be satisfied, that the words were spoken, and that they conveyed the meaning stated in the declaration. His Lordship recapitulated the evidence, commenting upon it as he proceeded. If there were any circumstances that could induce the Jury to give a different interpretation to the words, they were bound to do so. The conversation which had passed between the mutual friends of the parties he considered as, strictly speaking, not sufficiently authorized by the plaintiff, Sir J. Astley. If the Jury should be of opinion the words were used in the sense attributed to them, they would then consider what damages the plaintiff was entitled to recover. He observed that in no case ought a Jury to give vindictive damages, all they were justified in doing was to give such reasonable damages as the plaintiff was entitled to for the injury he had received.

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The jury consulted together about half an hour, and returned a verdict in favour of the plaintiff.— Damages 2000l.



MAGIC.

Imported by Gracie, Anderson and Co, from London, in the Ship Ritton, which arrive at Norfolk the latter End of December last now in high Health and Vigour, will stand the ensuing Season at my Stables in Warren-ton, and will be let to Mares at Five Guinea-the Season, which may be discharged by the Payment of Four on or before the first of January next, or seventeen Dollars if paid within the Season; Two Guinea the Leap paid when the Mares are covered: Insurances double the Price of the Season, same Terms and Times of Payment. Should the Property of any Mare be changed, the Insurance will be demanded in every Instance. Should a Mare insured not prove with Foal, the Money will be returned.

The Season will commence on the 10th of March, and end the 10th of August next Good and extensive Pasturage, well inclosed at my Plantation within a Mile of Warren-ton; and Servants sent with Mares boarded gratis. No Liability for Accidents or Escapes; but the greatest Care shall be taken to prevent either. Mares fed well, if required, at 20 Cents per Day.

Magic is nine years old, a horse of elegant form and great powers, full fifteen and a half hands high, and as well bred a horse as any in England. He was got by Volunteer, one of the best sons of Old Eclipse, and sire of Spread Eagle, Eagle, Stirling, Triumvir, Recruit, Commodore, &c. &c. out of Marcella. Marcella was got by Mambino, her dam Medea by Sweetbriar, out of Angelica Angelica by Snap—Regulus—Bartlet's Childers—Honeywood's Arabian—Dam of the Two True Blues.

Magic has covered in England the three last years. His Produce are considered large and promising.

PERFORMANCES.

See the Racing Calendar for 1797. He received from Mr. Bows' colt Sadler, fifty guineas at Newmarket. He won a sweepstake against Whip, Mother Shipton & others at Lewes; and a match at Newmarket with Louisa; and also a match against Mr. Concanon's Knighted. In 1798, he won the Putworth Stakes at Brighton, beating Whangler, Johnny, Bennington, Play or Pay, and two others. At Lewes, he won a Sweepstake against Whip and two more. He walked over for the King's plate at Canterbury, and won the city plate. In 1799, he won one hundred and twenty guineas at Litchfield, beating Robin Reabreak, Conon and four others; and a plate at Leicester.

The Thoroughbred Imported Horse CHARIOT.

Bred by John Clifton, Esq. who kept and ran him until October, 1796, when he was purchased by Sir Wm. Gerard, Baronet. He was got by the celebrated Horse Highflyer, his Dam Potof by Old Eclipse, a Mare of as great fame as any in England.

Chariot is a fine bay, stands nearly sixteen Hands high, and for Bone, Sinew, symmetry and Action, is scarcely to be equalled. His Running entitles him to be ranked amongst the first Horses in this Country. His Excellence has been distinguished in four-mile Heats, and in no Instance where the contest was great, but he proved successful, having frequently run four Heats to decide the Race. Chariot now exhibits the greatest Health and Vigour, and will stand the ensuing Season.

JAMES LYNE'S HOUSE, Within one Mile of the Subscribers' Store, on Nantux's Granville County, North Carolina. Nine Miles from Hawkins's Ferry, six Miles from Williamsborough, and sixteen from Warrenton.

And will be let to Mares at Ten Dollars the Leap, paid at the Stable Door: Twenty Dollars the Season, payable the first Day of October next; and Forty Dollars to insure a Foal: And in every Instance, Half a Dollar to the Groom at the Stable Door.

The Season may be discharged by the Payment of fifteen Dollars, if paid within the Season, which commenced the first Day of March, and will end the tenth Day of August. In cases of Insurance, the Money will be returned if the Mares do not prove with Foal, provided the Property is in no Instance changed.

Chariot is a fine Foal-getter, as appears from certificates sent with him. The Gentleman who imported him, purchased him in England himself, and had an opportunity of seeing his Colts; they being large, gay, elegant and sprightly; was his Inducement to purchase him. His Colts in this country are equal, if not superior, to those of any Horse on the continent.

Good extensive, and well inclosed Pasturage, with one hundred Acres laid down in Wheat, Rye, red and white Clover, gratis; and every care and attention paid to prevent Accidents or Escapes, but will not be liable for any that may happen. Notes of Hand will be expected with the Mares put to him, either by the Season or Insurance.

Chariot being the sole Property of the Subscribers, they have it in their Power to pledge themselves for pointed attention being paid to such Mares as may be sent to him. JAMES & HENRY LYNE.

Those Gentlemen who wish their Mares fed with Grain, may be furnished with Corn at two Dollars and a half a Barrel. Those ringing Mares boarded gratis.

PEDIGREE. Chariot was got by Highflyer, son of Herod, son of Tartar, son of Partnet, out of Meliora by Fox, his dam Potof by Old Eclipse, bred by Blank, son of Godolphin Arabian; great great grandam by Snap, son of Chilai, sire Snap, out of the Warrenton mare by Partnet, sister to Squarac's dam by Bloody Buttocks, Greyhound, Makeless, Brimmer's, Place's, White Turk Daddworth, Layton's barb mare; having sixty six true Arabian crosses, and sixteen royal mares, by fire and dam.

WM. GERARD, Bart. For which reference may be made to the General Stud Book, now in our possession.

PERFORMANCES.

Richmond meeting, Sep. 1793, Chariot won at three heats, a plate for three year old colts 8 stone, filies 7 stone 12 lbs two mile heats, beating Mr. Peveral's bay filly butterfly, Mr. R. W. Peveral's chestnut filly by King regus, Mr. Hudson's bay filly by King Ferrus, and Mr. Ricey's chestnut filly Heirefs.

Nantwich meeting, 11th July, 1793, he won, at two heats, a plate for four year olds 7 lb. two mile heats, beating Mr. Wardle's dachus, and Mr. Wade's Playeflow.

Newton meeting, July 16, 1793, he won two heats, a plate, for four year olds 7 lb 6 lbs, and five year olds 8 lb. 8 lbs four mile heats, beating Mr. Jewison's Tartar, 4 years old, and Mr. Yevers's Minor 5 years old.

Preston meeting, July 24, 1793, he won, a four heats, a plate for three years old 7 lb. 2 lb and four year olds 8 lb. 3 lb. filies allowed 2 lb. four mile heats, beating Mr. Crompton's bay filly Drowly, Lord Darb's bay colt Kidneys by Pot80's, out of Paulina, Lord Hamilton's brown filly by Rockingham, Sir G. Villiamson's bay filly Tree Creeper, and Mr. Hutchinson's brown colt Constitution.

Nantwich meeting, July, 1794, he won, at four miles, a plate for three year olds, carrying a feather, five year olds 8 lb 3 lb and aged 9 lb 2 lbs four mile heats, beating Mr. Barry's bay horse Burgamot, aged, Lord Donnegal's chestnut horse Weald, and Mr. Crompton's chestnut filly Jirechian.

Catterick meeting, April, 1795, he won at three heats, a plate for four years old, carrying 8 lb 7 lb and five year olds 8 lb 12 lb. four mile heats, beating Mr. Armstrong's bay filly, Mufson, Mr. Farmer's chestnut mare Chara mer, Mr. Field's grey horse Northumberland, Mr. Greyson's Archer, and Sir C. Turvill's Confedery.

Chester meetings, May, 1795, he won, at four heats, a plate for five year olds, 8 lb 4 lbs, six year olds 9 lb, and aged 9 lb 1 lb. four mile heats, beating Mr. Robertson's tickle Toby, ager, and Lord Derby's Kidney.

Dumfries meeting, October, 1795, he won at two heats his Majesty's one hundred guinea free for any horse, carrying 12 lb four mile heats, beating Mr. Baker's scriverton.

WM. GERARD. THE Subscriber has for Sale, a Number of HOUSES and LOTS in the Town of Kingston, consisting of one story House, seven private Rooms and a Bath; the one story, the other below; one House a fine story, 32 Feet long, a Brick chimney to each, two Kitchens, a Brick Oven, and one Store House and a large Warehouse on the River Neuse. The Lots belonging to the said H. for sale, are six unimproved Lots in the said Town, all of which he will sell low for Cash, or, if required, such a Credit will be given as shall make the Payment easy to the Purchaser. Property of almost any Kind will be received in Payment. AMBROSE JONES.

State of North Carolina, March Term, 1803. Morgan (Dillon) vs. Court Equivocal Christian Lewis Benzein and others Complainants vs. 9/2

John Lovelace & others, Defendants. IT appearing to the Court, that the following Defendants reside out of this State, to-wit: John Majors, Joseph Williams, William Smith, James Sander, William Perry, sen, Alexander Holton, Buckner Ruffel, Thomas Holman, sen, John P. Fry and John Robinson; therefore, ordered by the Court, that they file their Answer within the first three Days of next Term, to-wit: September, 1803, or that the Bill be taken pro Confesso, and heard ex parte; and that this Order be published three Weeks successively in the Raleigh Register.

Copy from the Minutes. Witness, J. SPENCER, C. & M.

A Farm near Raleigh.

FOR SALE, TWO Hundred and sixty-eight Acres of good Land, situate about six Miles south of the City of Raleigh, many of which are in Cultivation. There are on the Premises, a tolerably good Dwelling House, excellent Stables, and other convenient Outbuildings, fine Water, and a good Garden, the Property of Jesse Mitchell.

The Premises may be entered upon immediately, or after the ensuing Crop is reaped. Negroes or good Horses will be taken Part of Payment. For further Particulars apply to Jesse Mitchell, living on the Land. April 30.

MEDICAL SOCIETY.

AN adjourned Meeting of the Medical Society of North Carolina, will be holden at Chapel Hill, the seat of the University, on the fifth Day of July next. Medical Communications from Members and others will then be received, and the usual Business of the Society transacted. By Order, CALVIN JONES, Sec.