

New-Brunswick.

SAINT JOHN,
WEDNESDAY, SEPT. 22, 1802.

The English Mail for the Month of August, arrived in this City on Saturday last, and brings London advices to the 7th ult.

Sunday last arrived the Snow Ann, Capt. Younghusband, in 49 days from Liverpool.

Same day, Brig Industry, Capt. Rawleigh, from Turk's-Island.

Brig Friends, Capt. Bowra, from Philadelphia, and

Brig Susannah, Capt. Thomas, from New-York.

In the Ann, came passengers, Mr. John L. Venner, Merchant, of this City, and Mr. Samuel J. Venner.

Mr. RYAN,

AFTER the very liberal and handsome manner in which the gentlemen, who were chosen to settle the dispute between Mr. Munday and myself, came forward in my absence to vindicate my character from the gross and malignant aspersions contained in the publications of Mr. Munday, in your paper of the 8th inst. I should have thought it unnecessary to trouble the public any further upon a subject which ought never to have come before them, if the circulation of your paper had been confined to this Province, in which I trust I am too well known, to make it necessary for me to add any thing more to take off any impressions to my disadvantage, that could be made by a publication that carries upon the face of it such marks of inconsistency, malice and falsehood, as must prevent any credit being given to it, by an unprejudiced mind. The friendly conversation I had with Mr. Munday in Mr. Robinson's store, after the award of the arbitrators, in which he expressed himself perfectly satisfied with the result, and only regretted that his agent had given his assent in the manner he did, to my putting the Bond into the hands of an Attorney, for recovery, left me little reason to suppose, that the instant I should quit the city, he either would of his own accord, or could have been overpowered by any persuasions to make the statement, and take the oath he did, immediately embark for the States, and leave the papers for publication after his departure. Had he meant to sustain the character I have always till now supposed he merited, he would have sacrificed his life before he would have quitted this place, till I could have had an opportunity of seeing him, after he had resorted to such measures to stab my reputation. Mr. Munday charges me with cruelty, and taking unwarrantable advantages of him. I negotiated with his agent in the manner I have already stated to the public, until I had the free permission of that agent to pursue my remedy at law, for the recovery of my debt. I resisted any abatement upon the Bond, as I well knew Mr. Munday was not intitled to any, and the result has proved that I was correct, for the arbitrators had no evidence laid before them of any such abatement having been ever acceded to by me, for Mr. Munday himself states, in the same manner that I have done, that Mr. Flewelling's award merely respected an additional quantity of land.

A loose receipt was produced before the arbitrators, signed by me, corresponding with a receipt of the same date, for interest, indorsed on the Bond, with an addition, stating that the principal of the Bond was £86 : 5 : 0—Mr. Munday, upon his own principles, claimed only ten per cent. and declared before the arbitrators that he had no demand for any further reduction of the principal, than to £90; that he had never to his recollection, paid any part of the principal of the Bond, and I as certainly do not recollect ever having received any part of it. The arbitrators, however, very properly determined as there was such a loose receipt signed by me, that the principal of the Bond should be regulated by it. And it appears that this receipt has been in Mr. M'Call's hands during the whole of Mr. Munday's absence from the Province. Had Mr. M'Call ever shewn me this receipt, as in justice to Mr. Munday he ought to have done, there would never have been any controversy on the subject; but I am not disposed to criminate, when I do not in my

conscience believe there was an intentional error. I candidly believe that Mr. M'Call never perused this receipt, for, however harsh my expressions, under a sense of unmerited injury, may have been with regard to him in other respects, I have always considered him, and still believe him to be an honest man.

Mr. Munday goes on to state a great deal of matter respecting the original allotment of his Farm, at 150 acres.—That no such allotment was made, is evident from his agreement to pay me £6 per annum, the interest of £100, calculating the farm at 200 acres, until I should give him a Deed; which agreement Mr. Munday does not deny, nor that I remitted and gave up to him the whole amount of it, £42, being the interest from 1785, to 1791, upon giving him his deed of the Farm in this last mentioned year, which was never surveyed at all till Mr. Hazen surveyed it, which Mr. Munday falsely calls a re-survey. Mr. Munday goes on to say, that "spurning at the idea of any advantage, he made little difficulty in consenting to this admeasurement," but at the same time insisted upon the "customary allowance of ten per cent. upon broken and waste lands, which occasioned an altercation between us," and that we finally agreed to leave it "to our neighbour Mr. Flewelling, who gave it as his opinion, that he (Mr. Munday) should be allowed ten per cent. That I still objected and would not allow it, until he positively refused signing the Bond unless that allowance was made, to which I at last consented."

Now to shew that the whole of this is a base and villainous fabrication of Mr. Munday, or, which I rather suspect, an artful, malignant statement of the Scribe he employed to draw it up; it will be barely necessary to prove what I formerly stated, that the reference was not made to Mr. Flewelling till the spring or winter of 1793-4, when Mr. Flewelling was not our neighbour, but had removed to, and then resided in the city of St. John. The evidence of which facts will be left with the printer. For the Bond and Mortgage having been executed on the 27th December, 1791; and the first indorsement of interest on the Bond, which was for the first year, being dated 27th December, 1792. It must be evident, in the first place, that Mr. Flewelling's decision could not have given rise to any claim of Mr. Munday, at the time he signed the Bond, the decision not having been made till two years afterwards; and secondly, that the reduction of the principal of the Bond could not have been regulated by, or have depended upon, or have had reference to, any such claim, as the indorsement of the first interest £5 : 3 : 5, being upon a principal of £86 : 5 : 0 was made a year before the reference to Mr. Flewelling, whose decision is acknowledged on all hands to have been the ground of the claim of the ten per cent. There is no accounting at this day, for the transactions in this business, which have escaped the recollection of all parties concerned, but upon the supposition that Mr. Munday must have in some way paid £13 : 15, part of the principal of this Bond, before any indorsement of interest was made upon it.

But Mr. Munday, under an influence that must have been unaccountably overbearing, proceeds to say that, to save the trouble of drawing the Bond and Mortgage over again, it was agreed that an indorsement should be made on the Bond, which to the best of his recollection, was in the following words: "The within Bond is settled at eighty-six pounds five shillings," and signed John Coffin, and that this indorsement was made in his presence, and what he thus barely ventures to say was only to the best of his recollection. He in his affidavit, has the hardihood to swear positively, "that he saw Col. John Coffin indorse" the abovementioned words "on the Bond, and that he the said John Coffin did sign the same." And all this after he had declared before the arbitrators, which they are ready to testify, that he had no claim to any further reduction of the principal, than ten per cent, which would make it £90, and that he had no recollection whatever, of having ever paid any part of the principal of the Bond.

That a Man, who could not recollect any part of any transaction that could account for such a reduction of the principal as he swears to; who is proved to have been totally mistaken in all the

facts upon which he grounds even the claim to the ten per cent. that he insists upon, should undertake to swear positively to particular words indorsed on a Bond eleven years ago, and this after seeing and examining the Bond, and satisfying himself that no erasure could have been made upon it, is a circumstance, that can only be accounted for upon a supposition that he has been unwarily and artfully provoked, and wrought upon by some malignant spirit, some diabolical Assassin, who has overpowered his understanding with a design to make him an instrument to wound my character, which I trust has through life, hitherto, stood too high to fear contamination from any such attempts, however maliciously designed, however deeply plotted, or cunningly executed.—In saying this, I acquit Mr. M'Call of all suspicion of his being concerned in a transaction so infamous, and I will add that, under such impressions as must have been made upon his mind upon seeing Mr. Munday's statement and Affidavit, I can easily account for the language he has made use of, in the state of irritation he was in; and as I cannot fear any injury from it, I freely forgive him.—My resentments will be directed to the just object of them.—In the mean time, I cannot but lament that political subjects, and the party spirit roused by opposite interests at an election, should so debase the human character, as to destroy in it every principle of rectitude, every sense of the ties, by which Mankind are held together in civil society.

The Bond in question was written upon an half sheet of paper, and no suspicion has ever been intimated, even by Mr. M'Call, that any erasure was ever made upon it: indeed the Bond speaks for itself, and precludes, from the circumstances in which it appears, all possibility of any thing of this kind. The only question then that could arise, was, whether the Bond was originally written upon an half sheet; and here fortunately for me, as if a gracious Providence had interposed to defeat the machinations of the wicked, I have evidence of a nature more satisfactory than I could have expected. Mr. Nase wrote the Bond, and wrote another for himself on the other half of the same sheet, which, though it has been long cancelled, providentially for me, he has preserved. His testimony, and the certificate of the respectable Gentlemen who have examined and compared both Bonds, will be subjoined, to which I will only add one circumstance, that will not otherwise appear, that the Bond is written upon the inner page of the half sheet having the margin upon the cut edge of the paper, and written thence in lines directed to the side where the sheet was separated, which renders it, to the last degree, improbable that the Bond could have been written upon a whole sheet.

JOHN COFFIN.

St. John 22d Sept. 1802.

HENRY NASE being sworn, on the Holy Evangelist of Almighty God, to make true answers to such questions, as should be asked of him, and being asked, at the request of Mr. M'Call—whether he wrote the Bond given by Mr. Nathaniel Munday to Col. Coffin, and the Bond shewn to him—Answers, that he did write the Bond produced to him—and that, to the best of his recollection, he wrote it on only a half sheet of Paper—That he wrote one for himself, at the same time to Col. Coffin, and has since taken up his own Bond, which is now, and always was, on a half sheet, and that he thinks it most probable, that he wrote his own and Mr. Munday's Bond on the two halves of the same sheet of Paper.—On being further asked, if the Bond had been written on a whole sheet of Paper, whether the indorsement,

NATHANIEL MUNDAY, } Bond,
To

JOHN COFFIN, could have been made where it now is, he answered no, but that it must have been on the opposite half sheet, to that on which the Bond was written, and he further said, the said indorsement is in the hand writing of him the said Henry Nase, and that it was made by him, at the time of making the Bond; and has not been in his hands, until this day.

HENRY NASE.

Sworn before Us, this }
20th September, 1802. }

WM. CAMPBELL, MAYOR.
COLIN CAMPBELL, J. P.

WE, the above named Magistrates, do certify that the Bond mentioned by Mr. Nase, to have been given by him to Col. Coffin, at the same time with that given by Mr. Munday, both of which were written by Mr. Nase, were both produced to us at the time of the foregoing examination, and that upon comparing the same we found them to be so alike in size, quality and wire marks of the paper, and in every other respect, that there is the strongest reason, in our opinions, to suppose, and we do believe, that the two Bonds were written upon separate halves of the same sheet, more especially as the marks of separation exactly correspond upon their being placed together.

WM. CAMPBELL, MAYOR.
COLIN CAMPBELL, J. P.

WE do certify that we were present at the examination of Mr. Nase, and concur in the above opinion.

JOHN ROBINSON,
JOHN BLACK,
CHARLES I. PETERS.

Fresh Goods,

AT REDUCED PRICES,
NOW landing and in a few days will be ready for Sale, at the Subscriber's Store on the Market-Wharf,

THE CARGO OF

THE SNOW ANN,

WILLIAM YOUNGHUSBAND, Master, from Liverpool,

Comprising a General and Extensive

ASSORTMENT OF

British Merchandize,

Selected by the Subscriber from the different Manufactories; and presumed to be worthy the attention of Town and Country Purchasers.

ALSO,

5000 BUSHELS SALT,

which if taken from on board the vessel within ten days, will be delivered at the low rate of 2s. per bushel.

To prevent unnecessary applications, NOTICE is hereby given, that no Credit beyond Three, or at farthest, Six Months, can on any consideration be given.

N. B. All kinds of Country Produce taken as usual, at fair prices, and a liberal discount allowed to purchasers for prompt pay.

JOHN L. VENNER.

St. John, 22d Sept. 1802.

Wm. & Thos. Pagan, & Co.

HAVE received by the Brig JUSTINIAN, ALEX. KNIGHT, Master, from Antigua, a few Hhds. of MOLASSES of a Superior quality, and a few Puncheons of high proof Antigua RUM, which will be sold at reduced prices to furnish the Sales by return of the vessel.

St. John, 15th Sept. 1802. 3 w.

NOTICE.

ON Tuesday the 19th day of October next, at 11 o'clock, will be sold at the house of the Widow Vanderbeak, in Fredericton, the whole of the real estate of THOMAS STAPLE, late of the Parish of St. Mary's, in the County of York, deceased; consisting of a Lot of Land, No. 15, on the Kiswick, containing 240 acres, more or less, with a house thereon, reserving to the Widow of the said THOMAS STAPLE, her third or right of Dower in the Premises.

The same to be sold at Public Auction to the highest bidder, in pursuance of an order from His Excellency the Lieutenant Governor in Council, dated 3d September, 1802, for the payment of the just debts of the deceased, so far as the same may extend, agreeable to law.

ANDREW PHAIR,

Administrator.

Fredericton, 18th Sept. 1802.

NOTICE

IS hereby made known to all Persons indebted to the Estate of WILLIAM VANCE, late of Maugerville, in the County of Sunbury, deceased, that they may make immediate payment to the Subscriber; And those that have any demands against said Estate, are requested to exhibit their Accounts, duly attested, within twelve months from the date hereof.

SARAH VANCE,

Administratrix.

MAUGERVILLE, 18th Sept. 1802.