

The SAINT JOHN GAZETTE.

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COLIN CAMPBELL, Junr.

Has Just Received by the Ship NORTHERN FRIENDS, and Brig ALEXIS, from GREENOCK, A GENERAL ASSORTMENT OF GOODS, Suitable for the Season—more than he expected—great part whereof are now opening, and offered for Sale, at his Store here, viz.

IRISH LINENS, Sheetings, Cotton Shirting; an elegant assortment of White printed and fancy Mullins, White Lace, Ribbons, Cambric and Cottons, Shawls, Silk, Linen and Cotton Handkerchiefs, Striped Cotton, Cotton Counterpanes, Checks, Dimities, Bed Ticks, Ladies fine split Straw and Dunstable fashionable Bonnets, White and Coloured Threads, Sewing Silk, and Twist, Ladies and Men's Gloves, Stuffs of various kinds, Hosiery, Cloths, Superfine fashionable Coloured Coat Patterns, Cassimeres, Worsted Overhaws, Ladies Shoes and Slippers, Men's strong and dress Shoes and Boots, Stationary, Men's and Youths fine Hats, Saddles and Saddlery, Medicines, Mould Candles, Trinkets and Feathers, Canvases, Cordage, Port, Sherry and Lisbon Wines, London Porter in Hhds. Anchors, Bar Iron, Steel, Iron Pots and Ovens, Nails, Ironmongery; And a variety of other Articles, all of which will be sold at the most reasonable terms, for Cash or Country Produce.

As C. C. junr. still intends to close his Business in this City, the beginning of August next, these Goods will be sold by the Package or Piece, at very reduced prices, and merit the attention of wholesale purchasers.
Saint John, 26th May, 1806.

NEHEMIAH MERRITT,

Has Received by the Brig CHATY, from LONDON, A GENERAL ASSORTMENT OF BRITISH MERCHANDIZE,
Among which are the following, viz.

SALMON, Herring, Wrapping, and Sewing Twine, Hyson, Souchong and Bohea Tea, Broad Cloths, Coating, Cassimeres and Serges, Elastic, Patent and Hunting Cord assorted, Red, White and Yellow Flannels and Baizes, Rose Blankets, Rugs, Callimancoes, Shalloons, Ratnests, Durants, Wildbore, Bombazets and Bombazeens, Plain Jaconet, Book, Chambray, Tambour and Cambric Mullins, Plain Black do. Pink, Sky Blue, Graft Green and White Sarfeneis, White, Netted and Targbour Shawls, Calicoes, Chintzes, Dimity, Striped and Plain Jean, Ladies Straw Hats and Bonnets, Ladies Black Morocco Slippers Spring and York Heels, Kid do. Gentlemen's dress Shoes, Children and Girls' Morocco Slippers and Shoes, Silk Shoe Bands assorted, Ladies fashionable Morocco Boots water-proof Soles, Boot Laces, Settees lined and faced, Cloth, Kersey and Duck Trowlers, Striped Cotton and Check Shirts, Women's coarse and fine Cotton Stockings plain and laced Clocks, Black Cotton do, Men's Black and White Silk Stockings, Men and Women's Black, White and Coloured Silk Gloves, Gingham Umbrellas, Flaxen and Tow Oznaburgs, Hempen Russia do. Russia Haccaback, Anchor and 4-4 Dowlas, Brown Holland, 3-4 and 13-14 Bed-Tick, Bleached Drabs, Diaper, 3-4 and 7-8 Irish Linen, Striped Cottons, Long Lawn, Ell wide Check, 6-4 and 8-4 Table Cloths, Childrens coloured Handkerchiefs, Pulicat do. Bordered Lawn do. Thread Edgings, Black and Coloured Sewing Silk, Scarf Twist, Galloons, Velvet Ribbon, Check, Bordered, Figured and Plain Barcelona Handkerchiefs, 2d and 6d Ribbon, Men's Beaver Gloves, Ladies Habit do. Holland Tape, Ounce, Coloured and White Brown Thread, Thickset, Corderoy, Vell Patterns, Marfelles Coloured do. Bandana Handkerchiefs, Gilt Coat and Breast Buttons, Men and Boys felt and fine Hats, Silver Thimbles, Pins, Fans, Paints and Oil, Cod Hooks and Lines, Polick do. Deepsea Lines, 4d. 6d. 8d. 10d. and 20d. Nails, Starch and Fig Blue, Soap, Loaf and Brown Sugar, Tuxington's Balm, Knives and Forks, Pocket and Pen Knives, Handfaw Files, Tin Kettles, Pepper, Allspice, Nutmegs, Ginger, and a General Assortment of GROCERIES.

All of which he will sell on reasonable terms.
Saint John, 2d June, 1806.

THE CO-PARTNERSHIP OF

Ludlow, Fraser, and Robinson,
WILL be dissolved on the First day of JUNE next;—ALL PERSONS having any demands against the said Co-Partnership, are desired to render their accounts for payment;—And ALL PERSONS indebted to the said Co-Partnership are required to call and settle their Accounts without delay;—all Accounts of MORE THAN SIX MONTHS standing, if not immediately settled, will be put into the hands of an Attorney to be sued for without discrimination.
19th MAY, 1806.

JOHN L. VENNER,

HAS FOR SALE,

Wheat and Rye Flour and Indian Corn; Also, RUM and SUGAR, by the hogthead or smaller quantity. In payment for which FISH will be received at the market prices.

FROM THE LONDON COURIER.

THE following Report cannot fail to interest our Readers, as the decision amounts to a new and solemn assurance of that principle which is at present warmly disputed by the United States of America.

Privy Council Chamber, March 11, 1806.

Present—Earl FITZWILLIAM, Lord President,
Duke of MONTROSE,
Lord AUCKLAND,
MASTER of the ROLLS,
Sir WILLIAM WYNNE,
Sir WILLIAM SCOTT.

Case of the William, John Trefry, master.

This case, which was an appeal by an American claimant from a sentence of the Court of Vice-Admiralty of Halifax, came a second time before the Board, on further proofs, on the 24th of last month, when it was fully argued by the King's Advocate for the captor, and by Dr. ARNOED and Mr. STEPHEN, for the claimant.

At the close of the argument it was intimated by the Court, that they had no doubt what their decision ought to be, but they wished to refer to the various cases that had been cited in the argument, and on that account only, they directed the cause to stand over for judgment on a future day. Accordingly, this day, the unanimous judgment of their Lordships, was given in a very able and luminous manner, by Sir WILLIAM GRANT, the Master of the Rolls.

His Honor first briefly stated, the single question in the cause to be, whether the voyage in which the property of the claimant was embarked at the time of the capture, was a lawful voyage. The cargo in question consisted of cocoa, which had been shipped at Lagaira, a port in the Spanish province of Carraccas, in South America, on account of the claimant in the same ship in which it was now captured, and was brought to Marblehead, a port of the United States, where it was entered and landed, a bond having been given as usual for the duties; but it was a few days afterwards re-shipped in the same bottom, and dispatched on a voyage to Bilbao. Debentures were hereupon granted to the claimant for the amount of the duties, a small part excepted; and these debentures being, at the subsequent period given up at the Custom-House, and the small balance of duties paid in cash, the bond given on the entry from Lagaira was cancelled.

This, our Readers will observe, is the ordinary course of proceedings in like cases; and which, it is contended on the part of America, amounts to a fair importation into that country, so as to justify the subsequent transmission of the produce of a hostile colony to the mother country, or any other port in Europe, while the contrary is maintained by our Prize Courts.

The Master of the Rolls did not enter into those general principles of the law of nations, on which this country asserts a right to prevent neutrals from carrying on the colonial trade of our enemies in general; principles which have been so often discussed, and so often solemnly recognized by the Lords Commissioners. He only observed, that by the uniform sense of the Board, whatever branch of that trade was not allowed by His Majesty's war instructions, was unlawful; and that therefore the only question for their Lordship's consideration was, whether the voyage in question, was fairly within the licence of the royal instruction which applied to it.

His Honor then proceeded to expose, in a strain of the clearest and most conclusive reasoning, the absurdity of regarding the deviation from the direct course of the intended voyage, stopping at an American port, the landing and re-shipping the cargo, and the formal proceeding of the Custom-house there, as legalizing a voyage which would otherwise have been unlawful, under the royal instruction, when those acts are discovered to be merely ostensible, and concerted for the very purpose of evading the rule of law.

The true intention of the parties, he observed, might not, in general, be easily discovered, because the same exterior circumstances naturally accompanied an evasive, and a genuine importation. But when an intent, merely to give a false appearance to the transaction, was discovered, it was impossible for the Court to give effect to such an intention, by holding that the old voyage was discontinued, and that a new one had commenced, without admitting that the legal character of a transaction was to be determined, not by its real nature, but by the name which the parties chose to give it, and by the false colours which they made it to wear.

The direct voyage from the Spanish colony to Spain, was clearly prohibited—but when colonial produce, shipped in the former, was designed to be carried in the same bottom to the latter, a deviation from the direct course of the voyage, contrived for the mere purpose of giving a new name and a new appearance to the transaction, could not alter the case. It was still in substance and effect, a direct and single voyage, and in the construction of plain common sense, it was impossible to view the restriction in a different way.

After illustrating this point much at large, his Honor adverted to the circumstance of paying or securing duties which has been much insisted on by the Merchants of America, as legalizing these voyages according to the former judgments of our own Prize Tribunals. In this respect, he said, the Lords Commissioners had been alledged

to have departed in a late case, that of the Essex. Orne, Master, from some rule they had previously laid down. But, in fact, the payment of duties had never been regarded by them in any other light, than as circumstantial evidences of bona fides in the importation into America. It has been supposed that large import duties were really paid in that country, and if so, to be sure, it furnished a strong indication of a design in the party paying them, to make a real, and not merely an ostensible importation. So the Court of Admiralty had reasonably thought in the case of the Polly, Lafkey, Master, the first case on this subject; but the Learned Judge of that Court had anxiously guarded in his judgment, against the notion that this, or any other circumstance, amounted to conclusive evidence, that the importation was genuine, or the payment of duties of itself gave legality to the trade.

It afterwards appeared, however, in the case of the Essex, that the law of America, in respect to these importations, was very different from what had been stated in the former cases, and had been received as fact, both by the Court of Admiralty and this Board. Instead of a large sum being paid for duties, it was found that a bond only was given, and that debentures were issued in return by the Custom-House, on the production of which, after the re-exportation, the bond was cancelled, except that a very small proportion of the duties was paid and retained. It appeared, for instance, in the case of the Essex, that of 5278 dollars, the total amount of duties, for which bond had been given, no less than 5080 dollars had been satisfied by such debentures, and only 198 dollars actually paid.

It became evident, therefore, that the inference formerly drawn from the supposed payment of duties, was groundless; for, though it might be presumed the party who had paid so large a sum as 5000 dollars to the Custom-House, intended an actual importation, the payment of the petty sum of 198 dollars could support no such presumption. Consequently from the time that the law of America became correctly known to our prize tribunals, the paying or securing duties could no longer be regarded as a material matter of evidence, in cases of this kind.

Here his Honor remarked, that this country could not be reasonably accused of wishing to proscribe to America, what duties she should receive or retain in this species of commerce. If she thought fit to admit of such importations without any duties at all, the only consequence would be, that there would be one circumstance the less, from which the true intention of the importer could be collected. The question still would be as now, and as it had always been, whether the transaction was real and fair, or only a colourable proceeding, in order to evade the rule of law, by concealing the true nature of the voyage.

His Honor next declared, that he had carefully looked into all the decided cases on this subject, and that he found, not only that there was no difference between them in principle, upon this point, but that they all supported the rule he had laid down, with great uniformity.

To prove this, he went through the leading circumstances of each of these cases in a chronological order, and shewed, in the most satisfactory manner, that the landing and paying of duties alone, had never been regarded by the Court as conclusive; but that the question had always turned on the intention of the importer, as collected from all the circumstances taken together; that when positive evidence was in some cases given of both these facts, and when the duties were believed by the Court to have been actually paid, still further proof was directed as to insurances, as to offering the cargo for sale in the neutral port, and other circumstances indicative of the true intention of the party; and that when the transaction was found to have been merely designed to break, in appearance, the continuity of the voyage, and thereby elude the rule of law, the property notwithstanding the landing and paying of duties, had always been condemned.

Long prior, therefore, to the case of the Essex, the American merchants must have known, if they attended at all to the proceedings of this Board, that the landing a cargo, and paying or securing duties on it, in their own ports, would not suffice to protect their trade between the hostile colonies and Europe; and the present complaint of surprise or want of notice was totally unfounded.

His Honor then applied the general rule, thus clearly established, to the case in judgment. Here, he observed, the claimant had not left them to make out his intention from circumstantial evidence, for he admitted the receipt of letters and prices current from Spain, which determined him before the arrival of this cargo at Marblehead, to send it forward to Spain. Consequently the subsequent transactions at the American port, could not be intended as an actual importation into that country, but were merely used as a cover for his pre-conceived purpose, and the voyage from Lagaira to Spain was discontinued for a while, in appearance only, not in reality.

Judgment condemning the property as lawful prize.

Dr. LAWRENCE, as Amicus Curie, stated to their Lordships, that in the case of the Polly, Lafkey, at the Admiralty, an affidavit had been produced, on the part of the claimant, stating the actual payment of duties, and that the Court was at that period not at all aware that the duties were secured by bond in these cases, and discharged by debentures, in the way that had since appeared. He also mentioned, that by the law of America, as now clearly un-