

of the three arguments into which Mr. Gallatin's statement has been divided, and may be comprehended in the same answer. It furnishes a striking illustration of the general misconception which has already been noticed as pervading Mr. Gallatin's note in respect to the character of colonial trade.

To allow a foreign ship to enter colonial ports at all, and upon any terms, is a boon; to withhold from a ship of a country having colonies, trading from the mother country to a foreign State, under a regular treaty between the two countries, the right of clearing for another port belonging to that mother country in another part of the world is an injury.

That right has been denied to Great Britain by the United States; not perhaps in contradiction to the letter, but undoubtedly in violation from the spirit of the treaty of 1815. It is a right which existed and was enjoyed before the treaty of 1815 was framed; at a period, that is, when no claim to any trade with our colonies had been even whispered by the United States; and it could not, therefore, be, by any just reasoning connected with that trade, or made dependant upon it. It is a right which friendly nations, trafficking with one another, are so much in the habit of allowing to each other, that it is exercised as matter of course, unless specifically withheld. The colonial trade, on the contrary, by the practice of all nations having colonies, is a trade interdicted, as a matter of course, unless specifically granted.

It must not be forgotten that this enactment, founded expressly on the limitations of the British act of Parliament of 1823, is continued four years after the passing of the British act of 1825, by which the limitations of 1823 were done away. Since which 5th of January, 1826, an American ship trading to a British West India colony, may clear out from thence to any part of the world, the United Kingdom and its dependencies alone excepted. But the British ship in the American port still remains subject to all the restrictions of the American law of 1823, prohibiting a trade through the United States, between the mother country and her West India colonies.

Mr. Gallatin, in his note of the 26th of August states: that, "it is well known that the delay in renewing the negotiation upon the subject of the colonial intercourse, on principles of mutual accommodation, is due to causes not under the control of the United States, principally to the state of the health of Mr. King."

Upon this point, the undersigned has only to observe, that no intimation that Mr. King had received instructions which would have enabled him to resume the negotiation, was ever before communicated to the British Government. On the contrary, the only communication at all relating to this matter which has ever reached him in any authentic shape, was in a despatch from Mr. Vaughan, dated the 22d of March last, wherein that Minister states: that "Mr. Clay had informed him that 'he should not be able to furnish Mr. King with his instructions before the end of the month of May to enable him to recommence the negotiation.'"

But whatever may be the date or tenor of the instructions under which Mr. Gallatin acts, he will have collected from this note that after all that has passed upon the subject of colonial intercourse, and especially after the advised omission by the Government and Legislature of the United States to meet (as other nations have done) the simple and direct provisions of the act of 1825, the British Government cannot consent to enter into any renewed negotiation upon the intercourse between the United States and the British colonies, so long as the pretension recorded in the act of 1823, and there applied to British colonies alone, remains part of the law of the United States.

But the British Government further owes to the spirit of frankness which it wishes to cultivate in all its relations with the United States, to declare, that, after having been compelled to apply to any country the interdict prescribed by the act of 1825, the British Government cannot hold itself bound to remove the interdict, as a matter of course whenever it may happen to suit the convenience of the foreign Government to reconsider the measures by which the application of that interdict was occasioned.

It is not made matter of complaint, by the British Government, that the United States have declined conditions, which other nations have thought worthy of their acceptance.

It is on the other hand, not the fault of the British Government, if the United States have suffered the time to pass by, at which it might have been an object of greater importance to this country to induce the United States to come into their proposals.

The United States exercised, upon this point, a free judgment; and they can, on their part, have no reason to complain that Great Britain, after allowing ample time for maturing her judgment, is contended to abide the result of their decision.

The undersigned requests Mr. Gallatin to accept the assurances of his high consideration.

GEORGE CANNING.

Foreign Office, Sept. 11. 1826.

P. S. The undersigned, on reading over the preceding observation, finds that he has omitted to notice one or two subordinate points touched upon in Mr. Gallatin's note of the 26th of August.

The first relates to the trade between the United States and the British possessions in the East Indies; the second to the intercourse, by inland navigation, between the United States and the British possessions in North America.

With regard to the former, it is only necessary to state that the trade with the East Indies remains upon the footing on which it was established by the conventions of 1815 and 1818, with which Convention it is expressly stated, in the order in Council, that the provisions of that order are not intended in any way to interfere.

In respect to the second point, relative to the intercourse, by inland navigation, between the United States and the British North American provinces, the undersigned begs to inform Mr. Gallatin, that that intercourse, so far as relates to the Canada, is regulated by the act of Parliament of 1825, by which the same duties are expressly imposed on the vessels and boats of the U. States, importing any goods into either of those provinces, as are, or may be for the time being, payable in the United States of America, on British vessels or boats entering the harbours of the State from whence such goods shall have been imported.

The discriminating duties, besides, only apply to trade by sea: and if, in any instance, they have been levied upon American goods brought into his Majesty's possessions by inland navigation, or on the boats and vessels employed in that navigation, there will be no difficulty in directing the amount so levied to be repaid, unless it should appear that the like duties had been levied in the American ports, upon the inland navigation and trade of the British provinces.

G. C.

(To be Continued.)

#### NOTICE.

All persons indebted to the subscriber, previous to the first day of July last, are hereby notified, that unless their accounts are immediately paid, they will indiscriminately be put in the hands of an Attorney to collect.

John R. McPherson.

Fredericton, 16th Jan. 1827.

#### LEVISTON & BOYER, TAILORS,

Respectfully beg leave to inform their friends and the public that, they have commenced business in the above line, in that house belonging to the estate of the late Mr. S. Grosvenor, cornering on King and Carleton streets, opposite Mr. Lugin's dwelling house, and they pledge themselves that all orders with which they may be favoured, shall be executed with the utmost neatness and punctuality.

All orders from the Country will be punctually attended to.

Fredericton, 16th Jan. 1827.

#### SHERIFF'S SALE.

BY virtue of a Writ of Fieri Facias, to me directed, will be exposed to sale by Public Auction, at the Court House in Burton, on the 20th day of July next, at 12 o'clock of the same,

All the right, title, interest and claim of David Tapley, in and to the one equal half share of a certain Farm and tract of Land, situate in the Parish of Mauderlyville, in the County of Sunbury, known and distinguished in the original Grant of said Parish, as lot No. 3, containing by estimation 500 acres more or less.

Also,

All the right title, and claim of the aforesaid David Tapley, in, and to a certain Saw Mill, Mill Seat, privileges and improvements thereunto belonging, situate at Little River, in the Parish of Sheffield, in the said County of Sunbury, seized and taken in execution at the suit of James Tapley.

GAB DEVEBER, High Sheriff, Sunbury Sheriff's Office, Burton, 11th day of Jan 1827.

#### Escheat of Lands.

ALL Persons interested in Lot No. 6, containing 303 Acres, situate at the head of the Parnaback Lake, in the Parish of Hampstead in Queens County, and granted by Letters Patent, bearing date the 19th day of November, in the twenty sixth year of His late Majesty's Reign, to Joseph Green, will take Notice that an Inquisition will be held at the Court House in Gage Town, on Monday the 22d day of January, next, at eleven o'clock in the forenoon, by virtue of His Majesty's Writ or Commission to me directed, to ascertain whether the said Lot is not liable to Escheat, for non performance of the condition of the Grant.

Dated at Gage Town, 28th Dec. 1826.

H. N. DEVEBER, Sheriff of Queens County.

#### FOR SALE,

PEW, No. 38, on the ground floor, in Christ Church, Fredericton. For particulars apply to the Subscriber.

Jedediah Slason.

#### FOR SALE.

FOUR hundred acres of valuable land situate on the River Nashwalk opposite the Falls, on the Eastern shore, fronting the same one mile; there is on the premises an excellent Saw mill in good order; a large quantity of hard wood and valuable timber of other descriptions. It will be offered in one, or in lots to suit purchasers. The mill, with any quantity of acres that may be required, if not disposed of at private sale by the tenth day of October next, will on that day be struck off at Public Auction to the highest bidder.

Fredericton, September 5 1826.

#### STEWART & AITKEN, CABINET MAKERS, AND UPHOLSTERERS,

RESPECTFULLY inform the General and other Inhabitants of Fredericton and its vicinity, that they have commenced business at that Shop next to the Store of Messrs. J. & G. E. Ketchum, where every article in their line, will be manufactured, in the neatest and most Fashionable manner, on the shortest notice, and most reasonable terms.

Fredericton, 9th May 1826.

#### THE SUBSCRIBER begs

leave to acquaint his friends and the Public that he has removed from the Shop lately occupied by him, to the Building recently erected next above the Fredericton Hotel, where he has on hand an assortment of articles in his line, among which are the following:—

SADDLES of all kinds, Bits & Bradoons, Pelham and Snaffle Bridles, Round and flat Martingales, Coller do. & Travelling Collers, Fancy Coat-cases, Riding Belts, Plain, Hunting, Gig and Twig Whips, Kavison's Mouthing Bits and Rollers, Chain and Leather Dog Collers and Dog Chains, Girth and Stirrup Leathers, & Crupers, Water & Horse Brushes, Main and Curry Combs, Patent Leather and plain Horse Collers, with an assortment of Carriage, Sleigh & Cart Harness,

Which he offers for Sale LOW for CASH, or approved Credit.

JAMES WHLOX.

N. B. Sleigh and Carriages neatly fitted. Fredericton, 15th August, 1826.

#### ASSIZE OF BREAD.

At a Court of General Session of the Peace holden in and for the County of York, on the second Tuesday, being the 13th day of June 1826.

IT IS ORDERED, that from and after Saturday next, the ASSIZE of BREAD in the Town of Fredericton, be as follows:—

The Sixpenny Wheaten Loaf to weigh 2lb. 8oz.

And other Loaves in proportion.

H. G. CLOPPER, Clerk.

#### REMOVAL.

THE Subscriber having erected a New Store (upon the old place where he was burnt out,) offers for sale a variety of

Dry Goods and Groceries, very cheap for cash.

MARK NEEDHAM.

Fredericton 14th Nov. 1826.

#### NOTICE.

ALL persons are hereby cautioned against purchasing a Note of hand for £40 drawn by the subscriber in favor of Joseph Davenport due the 25th July next, the same having been paid by JOHN DOYLE.

N. Hammon, 1st Nov. 1826.

#### Administration Notices.

ALL persons having any legal demands against the estate of Daniel Tague, late of the Parish of Burton, deceased, are hereby requested to render the same duly attested, within three months from the date hereof; and all those indebted to said estate are desired to make immediate payment.

EDWARD TAGUE, Sole Adm'r. Burton, 21. Dec. 1826. 6 w.p.

ALL Persons having any legal demands against the Estate of RICHARD PRICE, Esquire, late of the Parish of Ludlow, County of Northumberland, deceased, are hereby requested to render their accounts duly attested, within Twelve months from the date hereof, and all those indebted to said Estate are desired to make immediate payment to

ABIGAIL PRICE, Adm'r.

ELIJAH FOWLER, Adm'r.

Ludlow, 2d June. 1826. 12mo.p.

All persons having any just demands against the estate, of the Revd. F. Dibblee, late of Woodstock, deceased, are requested to present the same to either of the subscribers, within six months from this date and those indebted to the said estate are desired to make immediate payment to.

JOHN DIBBLEE,

WM. S. I. DIBBLEE, } Executors.

July 4th 1826.

ALL persons having any just demand against the Estate of Thomas T. Easterbrooks, late of Ludlow, in the County of Northumberland, deceased, are requested to present them duly attested, within 9 months from this date, and all those indebted to said estate, are desired to make immediate payment to

Jane Easterbrooks, Adm'r.

Joseph Washburn, Adm'r.

Ludlow, 11th April, 1826.

ALL persons having any demands against the Estate of Samuel Shaw late of Wakefield, deceased, are requested to render the same attested, within three months from the date hereof and all those indebted to said estate are desired to make immediate payment to

JOHN F. SHAW, sole adm'r

Wakefield 21st Nov. 1826. [p 3m]