The Enquirer.

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☞ *CONDITIONS:—Five dollars a year, to be paid annually in advance. Those who wish to be considered as annual subscribers, must hereafter designate it at the time of subscribing, otherwise their papers will be discontinued at the expiration of the first year. No paper can be stopped until all arrearages have been paid off.—Good acceptances, in Richmond only, will be received in payment. The same rule as to Advertisements.*

FOR SALE AT THIS OFFICE:

The 5th Volume of the ENQUIRER, compleat, bound in boards.

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BLANKS, *for Lawyers, Clerks, Sheriffs, Constables, Merchants, &c. &c.* which will also be printed according to any form exhibited, at the shortest notice.

THIS DAY IS PUBLISHED,

A New Theory,

OF

The DIURNAL ROTATION OF THE EARTH:

Demonstrated upon Mathematical Principles, from the properties of the *Cycloid* and the *Epi-Cycloid.*

WITH

AN APPLICATION OF THE THEORY,

To the explanation of the various Phenomena of the Winds, Tides and of those Stony and Metallic concretions which have fallen from Heaven upon the surface of the Earth.

By JOHN WOOD,

Author of Elements of Perspective, printed in London, in 1799.

December 14.

☞ THE Public are respectfully informed, that JOHN FIELDS now occupies the stand of *Geo. Watson*, on the cross street leading to the Basin—where *any thing* in the "*science*" of *OYSTERS, BEER, or RELISHES*, are prepared in the *best style* by *night or day*, at a *moment's* warning.

December 14. 4t

WANTED for the ensuing year, a male House-Servant.—For one who is active, industrious and honest, liberal hire will be paid.

Apply to the Editor of this paper.

December 14. tf

JUST RECEIVED, a general assortment of DUTCH BOLTING CLOTHS of superior quality—*Also*, two *PIANO FORTES.*

J. DARMSDATT.

Richmond, Dec. 14 4t

BANK OF VIRGINIA.—The Stockholders are hereby notified that the first Monday in January, is the day appointed by law for a general meeting, for the purpose of choosing Directors of the Bank and the several offices of Discount and Deposit.

JOHN BROCKENBROUGH, *Cash'r.*

December 12. ep9t

FEMALE EDUCATION, will be continued at Mountairy the ensuing year, under the direction of Miss Terrell; who will teach reading, writing, arithmetic, drawing, grammar and geography. The School will be opened the 15th of January. Terms—for board & Tuition (each finding her own bedding and candles) $100 per annum, paid quarterly in advance. The most satisfactory testimonials of Miss Terrell's qualifications as a Teacher of the above branches of Education may be seen below. Particular attention will be paid to the morals and manners of Pupils placed at this School. It may be proper to add too, that they have before them an example of domestic œconomy, and steady industry in the boarding apartment

HUMPHREY HILL.

Caroline, Dec. 16, 1809. 3w

CAROLINE, Dec. 2d, 1809.

WE the subscribers have this day attended an examination of the Female School, at Mr. Humphry Hill's, under the Tuition of Miss Matilda Terrell; we have paid particular attention to the progress and attainments of the pupils, in Reading, Writing, Drawing, Grammar and Geography, and with pleasure we profess that we have received impressions highly favorable towards Miss Terrell, in her official capacity. At the same time from our acquaintance with the family of Mr. Hill, we cannot hesitate to say, that a genteel and favorable situation here offers itself to the public patronage; in a word, such a one as we, in the case of boarding out daughters, should deem every way eligible.

PETER NELSON.
ANDW. BROADBUS.

AT the request of Mr. Robert Turner, we shall proceed positively to sell on the 6th of January next, at 11 o'clock A. M. on the premises, for ready money, to raise in the first place, about $1200 to discharge a deed of trust held by Mr Daniel Couch on the property, and the residue for other purposes; all the *HOUSES & LOTS* late the property of Daniel Couch, situated on the cross street leading from the Bell Tavern to Mayo's bridge, now occupied by Andrew Hetherton, Samuel Bell and others—The Houses and Lots will be sold separate, that is, a tenement at a time.

PROSSER & MONCURE, Auc'rs.

Richmond, December 16. tds

TWO hundred *NEGROES* for sale.—Will positively be sold at Christopher Owen's Tavern, in the town of Urbanna in Middlesex county, the above quantity of Negroes belonging to the estate of Philip L. Grymes, Esq. of Brandon, dec'd. among which are, House-Servants, Cooks, Carpenters, Blacksmiths, Coopers, &c. &c. and also, 4 ox Carts with Chains, &c. and 24 of the most valuable Oxen belonging to said estate.

Thirty of the above Negroes will be sold for cash, the balance with the Oxen, &c. will be sold on a credit of nine months, the purchaser giving bond with approved security.

The Sale will commence on the 9th of January next, (if fair, if not, the next fair day,) and will continue from day to day till all are sold.

The cash sales will commence on the first day.

All legal creditors are requested to purchase the amount or any part of their respective claims

ROBERT WEST,
Administrator, &c. of
PHILIP L. GRYMES, dec'd.

Wood ville, Glouces-ter, November 28 } tds

ELIAS V. LACHAIZE, TAYLOR;

RESPECTFULLY informs the Ladies and Gentlemen of Richmond, and its vicinity, that he has commenced business in the house next to Mr. Neilson's store, main-street, where he hopes, by assiduity and attention to all commands, to merit a share of public patronage.

*** All orders executed after the newest and neatest fashions.

November 21. 2aw4w¶

N. B. Three or four good Workmen wanted, to whom the highest wages will be given. Apply as above.

FASHIONABLE

BOOT & SHOE-MAKERS.

THE Subscribers next door above Messrs Prosser and Moncure's Vendue-Office, *just from Philadelphia*—have commenced the manufacture of *Boots* and *Shoes*, of the most *fashionable* shapes, *neatly and faithfully* made out of the *best materials*, selected with much care and attention in Phiaildelphia—Those who may favor them with their custom may rely upon being *neatly fitted*, and promptly attended to.

Orders from the Country shall be duly executed and are respectfully solicited. And they trust that by their assiduity and attention they will merit a share of patronage in the line of their profession.

CAMPBELL & PAUL.

Three or four good Journeymen will meet employ as above.

November 14. 2m¶

BY *virtue of a Deed of Trust executed by John Dennis, to the Subscriber, bearing date the 25th day of July 1807, of record in the County Court of Richmond, for the purpose of securing the debts due to Ezekiel Levy therein mentioned.—Will be sold at the plantation at present occupied by the said John Dennis, on Farnham Creek, in the County of Richmond on the 3d day of January next, if fair, otherwise the next fair day, to the highest bidder, under the provisions of the act of Assembly passed last session entitled "An act concerning executions and for other purposes," the following property conveyed by the said Deed, to wit: Schooner Henry of Tappahannock, with all her apparel and sundry negroes, whose names are, Sarah, Sam, George, Hannah, and Joe, three horses, ten head of cattle, and five feather beds and furniture, or so much of the said property as will raise the sum required.*

B. McCARTY, Trustee.

Richmond County, Dec. 14. 3t¶

I HAVE REMOVED TO RICHMOND.

BENJ. BOTTS.

October 31. tf

BY virtue of the last will and testament of Robert Means, dec'd. will be sold to the highest bidder, on Wednesday, the 3rd day of January next, if fair, otherwise the next fair day, the *LAND* and *PLANTATION* belonging to the said Robert Means, dec'd. in the upper end of Henrico county, containing, according to the deeds, three hundred and seventy three acres, & lying on the Three-notched road, about a mile and a half above the short Pump. There are, on the premises, a two story dwelling-house, having two rooms below, with a passage, and two above, a grainery, stable, kitchen, and an orchard of apple and peach trees. The lands will be sold according to the deeds, and the sale will take place at the dwelling-house. The terms will be, one half of the purchase money to be paid at the end of twelve months, and the other at the end of two years, from the day of the sale: The purchaser to give bond and approved security, with a deed of trust upon the property, to secure payment of the purchase money.

DANIEL CALL,
Executor of the Testament and last Will of ROBERT MEANS, Dec'd

November 24. tds

MR. GILES'S SPEECH CONTINUED.

I will now proceed, Mr. President, to enquire whether the facts stated in the resolution are supported by the correspondence, upon which it is founded? In performing this task, I propose to read the whole of the correspondence which I conceive bears any material relation to the subject of the resolution, and no other, although the whole may not be entitled to, nor receive any animadversions from me; yet as my sole object is to get at the true exposition and meaning of the correspondence, if I should unfortunately omit, misconceive or misinterpret any material part of it, I shall have the consolation to reflect, that by presenting the whole, the means of my correction in either case will be presented to the Senate and the world; if the observations I propose now to make should ever find their way out of the walls of this chamber. I shall also present this correspondence in its responsive order, which will be found to be indispensible to the due comprehension of some of its most essential parts.

Permit me, then, sir, to call your attention first to the letter of Mr. Jackson to Mr. Smith, dated the 11th October, 1809, page 32, 33, of the printed documents. For, sir, although this letter is not mentioned in the resolution, yet it furnishes the original offensive insinuations, and is referred to and reiterated in the letter of the 23d of October, which is noticed in the resolution, and therefore the offensive expressions of the letter of the 11th are entitled to and shall receive the most accurate and critical attention and analysis.

The expressions alluded to are the following:—

"You have not in the conferences, we have hitherto held, distinctly announced any such complaint, and I have seen with pleasure, in this forbearance, on your part, an instance of that candor which I doubt not, will prevail in all our communications, in as much as you could not but have thought it unreasonable to complain of the disavowal of an act, done under such circumstances, as *could only* lead to the consequences that have actually followed.

"It was not known when I left England, whether Mr. Erskine had, according to the liberty allowed him, communicated to you *in extenso* his original instructions. It now appears that he did not. But in reverting to his official correspondence, and particularly to a despatch addressed on the 20th of April to his majesty's secretary of state for foreign affairs, I find that he there states that he had submitted to your consideration the three conditions specified in those instructions, as the ground work of an arrangement which, according to information received from this country, it was thought in England might be made, with a prospect of great mutual advantage. Mr. Erskine then reports *verbatim et seriatim* your observations upon each of the three conditions, and the reasons which induced you to think that others might be substituted in lieu of them. It may have been concluded between you that these latter were an equivalent for the original conditions; but the very act of substitution evidently shews that those original conditions were in fact very explicitly communicated to you, and by you of course laid before the President for his consideration. I need hardly add, that the difference between these conditions and those contained in the arrangement of the 18th and 19th of April, is sufficiently obvious to require no elucidation; nor need I draw the conclusion, which I consider as admitted by all absence of complaint on the part of the American government, viz: that under such circumstances his majesty had an undoubted and incontrovertible right to disavow the act of his minister. I must here allude to a supposition, which you more than once mentioned to me, and by which, if it had any the slightest foundation, this right might perhaps have been in some degree affected.—You have informed me that you understood that Mr. Erskine had two sets of instructions, by which to regulate his conduct; and that upon one of them, which had not been communicated either to you or to the public, was to be rested the justification of the terms finally agreed upon between you and him.—It is my duty, sir, solemnly to declare to you, and thro' you, to the President, that the despatch from Mr. Canning to Mr. Erskine, which you have made the basis of an official correspondence with the latter minister, and which was read by the former to the American minister in London, is the only despatch by which the conditions were prescribed to Mr. Erskine for the conclusion of an arrangement with this country on the matter to which it relates."

Permit me, sir, to call your attention to the first paragraph of this quotation in the following words—Addressing himself to Mr. Smith, Mr. Jackson says—

"You have not in the conferences, we have hitherto held, distinctly announced any such complaint, and I have seen with pleasure, in this forbearance, on your part, an instance of that candor, which I doubt not, will prevail in all our communications, inasmuch as you *could not but have thought it unreasonable to complain of the disavowal of an act, done under such circumstances, as could only lead to the consequences that have actually followed.*"

First, let me ask, Mr. President, what were the consequences that actually followed this act? The obvious answer is, the disavowal of it. Who is it that must have *tho't* it unreasonable to complain of this disavowal? The answer is, Mr. Smith, Secretary of State. What are here suggested, as the materials for his thinking or upon which his thoughts must have been exercised? The answer is, the *circumstances* under which the *act was done.*

Mr Smith then must have had a knowledge of these circumstances, upon which he exercised his thoughts—because it is impossible to exercise thoughts, or perform the act of thinking upon circumstances, without the knowledge of those circumstances. What must have been the *character* of such circumstances as *could only* lead to the disavowal of the act done under them? Could *it* have been fair? Could *it* have been honorable? Certainly not—because an act done under circumstances, the *character* of which was fair and honorable, might merit a better destiny, than an unqualified disavowal; but this act was done under such circumstances within the knowledge of Mr. Smith as *could only* lead to a disavowal of it. The character of such circumstances must then have been dishonorable and scandalous, or certainly some better fate, than a disavowal of the act under them, might have attended it; but in this case, Mr. Jackson says, no better fate could attend the act; the circumstances were such as *could only* lead to a disavowal. Now, sir, after thus stripping this extraordinary sentence of all its disguises, and translating it into plain English; to what does it amount? Why, sir, certainly and unquestionably to this:—You, Mr. Smith, Secretary of State of the U. States, have entered into an arrangement with my predecessor, Mr. Erskine, under such scandalous and dishonorable circumstances, as *could only* lead to a disavowal of it; and you yourself were so well apprized of them, and so conscious of their inevitable operation, as even to think it unreasonable to complain of the disavowal. I defy gentlemen to give to this offensive paragraph any other fair and correct interpretation; and if this be the fair and correct one, can you conceive, sir, of an insult more outrageous and premeditated? And will you not be surprised, sir, to be told, that the insult does not stop here? That as offensive as it already appears, it does not stop here; that it is still further aggravated. Yes, sir, Mr. Jackson, not content with making this extraordinary and insolent communication in its ordinary form, underscores the words "could only" containing the *point* or git of the insult: thus aggravating the act either by the distrust thus manifested of Mr. Smith's mental perceptions, or by letting Mr. Smith know, that the insult was known to, and intentionally given by Mr. Jackson: for the underscoring could not have had any other object in view.

In this impudent act of underscoring, Mr. Jackson reminds me, sir, of a set of miserable, conceited pretenders to wit, who, having great confidence in the acuteness of their own mental perceptions and very little in that of their hearers, will kindly and compassionately explain the point of wit to their hearers, before they approach it in the recital of the story, to prepare and qualify the hearer's minds to join in the laugh intended to be produced by it. Yes, sir, this underscoring was as much as saying to Mr. Smith—I am afraid that I have so nicely wrapped this insult in the veil of mysteries and disguises, that it may escape observation from the obtuseness of your mental perception—but am determined it shall not.—I have underscored it for you; you shall look at it; you shall know that I, Mr. Jackson, understand and mean it. I have wrapped it up in mystery and disguise, to be sure, but I will rend the veil, I will make an eyelet hole for you, that you shall look thro' and behold the insult in all its front of grossness and impudence.

But, sir, if Mr. Jackson had then known, as well as he now does, the dignified character, the high sensibility, and the correct intelligence of the Secretary of State, he would have found it more honorable to himself to have spared his insult altogether, or at least might have spared himself the trouble of underscoring. Sir, I conceive this insult so gross and outrageous that I am surprised how the Executive government could reconcile it to itself to proceed another step in the communications with Mr Jackson.—Certainly, sir, proceeding beyond this point manifests on the part of the Executive great moderation, great forbearance, and a condescension scarcely excusable, and, sir, I am perfectly sure, that nothing could have induced it, to consider such gross intimations *argumentatively*, but the ardent and sincere desire which has invariably actuated the present, as well as the last administration, to preserve peace, and cultivate harmony, and a good understanding with Great Britain. And, sir, we shall see in the course of this investigation, how it has been requited for this, as well as for all former acts of moderation, forbearance and condescension.

Let me now, sir, select out of the quotation, another extraordinary expression, for a few animadversions, in the following words:—"But the very act of substitution evidently shews that those original conditions were in fact very explicitly communicated to you, and by you, of course laid before the President for his consideration."

It is somewhat curious to observe, what stress Mr. Jackson placed through the whole of his correspondence, upon what he is here pleased to term "the very act of substitution," and demonstrates to every impartial mind how slender are the pretexts, with which Mr. Jackson is furnished, to apologise for, or rather to equivocate about the disavowal of Mr. Erskine's arrangement. Let me, therefore, enquire, in what this horrible act of substitution, as Mr Jackson would make it appear, consists? Why, sir, simply in this: That the three inadmissible conditions, mentioned in one of the despatches to Mr. Erskine, were verbally communicated to Mr. Smith, and insisted upon by Mr. Erskine, and that Mr. Smith in rejecting those conditions verbally, and with great propriety and frankness, told Mr. Erskine what conditions he might obtain.—Mr. Erskine upon a review of all his letters of instructions, finding it impossible to obtain his, the three conditions first proposed, conceived himself fully empowered to propose those which possibly might have been intimated to him by Mr. Smith in conversation; and the arrangement was accordingly and promptly made between these two gentlemen on the part of their respective governments. And now let me ask you, sir, what is there dishonorable, unfair, or even unusual in this proceeding, which is the whole amount of Mr. Jackson's "very act of substitution." Sir, it is very easy to see that Mr. Jackson keeps his ingenuity constantly upon the stretch, respecting this very act of substitution evidently with a view of producing an impression by the insinuation, that the Executive government of the U. S. had more than its share in that arrangement, and in fact was concerned in a dishonorable & scandalous combination with his predecessor, Mr. Erskine, for the purpose of producing the arrangement. Which insinuations, if true, must represent Mr. Erskine as a fool, a knave, or a traitor, or all three; and our Executive government still further lost to every honorable sentiment, and utterly destitute of even the most ordinary understanding. An insinuation so insidious and affronting cannot fail to excite the indignation and contempt of every patriotic heart in America. But fortunately for the Executive government, Mr. Erskine's previous explanation of this point to our government, strips the transaction of every shadow of a shade of a doubt, of which Mr. Jackson perhaps was not apprised at the time he was employed in devising the gross insinuation. Yes, sir, this was one miserable effort of Mr. Jackson to reproach our Executive government for an act, for which it merited and universally received the sincere applause and grateful thanks of the American people. It restored the Executive as it ought to have done, to universal confidence and utterly rooted out every doubt of its sincerity in its diplomatic intercourse with Great Britain, under which some of our misled and mistaken citizens for a while unfortunately labored. For the moment terms were proposed on the part of Great Britain which could with honor or propriety be accepted by the U. States, they were frankly and promptly accepted by the Executive, regardless of all consequences from any other quarter. Sir, there is another part of this quotation, which requires a few animadversions.

I allude, sir, to the first solemn declaration made to this government by Mr. Jackson, respecting the despatch, in which the conditions were prescribed to Mr. Erskine. It is in the following words:

"It is my duty, sir, solemnly to declare to you, and through you, to the President, that the despatch from Mr. Canning to Mr Erskine which you have made the basis of an official correspondence with the latter minister, and which was read by the former to the American minister in London, is the only despatch by which the conditions were prescribed to Mr. Erskine for the conclusion of an arrangement with this country on the matter to which it relates."

The equivoque of this sentence consists in using the word 'despatch,' instead of the word 'conditions.' What does Mr Jackson here solemnly declare to Mr. Smith?—Why, sir, that the 'despatch' from Mr. Canning to Mr. Erskine, &c. is the only 'despatch' by which the conditions were prescribed to Mr. Erskine, &c &c. not that these were the *only conditions* that were prescribed.—This, I have no doubt, is true.—It is astonishing to me that such extraordinary conditions should have ever found their way into *one* despatch, or *any* despatch.—I hope for the honor of Mr. Canning that he did not repeat them in any other despatch. But, sir, does Mr. Jackson here solemnly declare, that Mr. Erskine had received no other despatch in relation to this subject, in which some other conditions were prescribed, or some discretion to Mr. Erskine, authorising him to explain or modify those conditions, or if he thought proper, to substitute others in their stead? No, sir, there is no solemn declaration to this effect. Is it not then very probable, that this was the case? As the despatch in question is not, I believe, the only despatch brought to Mr. Erskine by Mr. Oakley—and as Mr. Oakley was sent for the express purpose of bringing despatches to Mr. Erskine, and as one of these despatches did not contain the conditions prescribed in the preceding despatch, is it not natural to conclude that this despatch did prescribe some other conditions, or give some discretion respecting those previously prescribed, or make some new explanation or modification of them? As the last despatch did not contain the same conditions with the first, is it not natural to conclude, that it did contain something else; and might not that something else be a full power to Mr. Erskine, which, either in its letter or spirit, would justify the arrangement finally concluded under it? This is so natural in itself, and is rendered so probable by Mr. Erskine's letter to Mr. Smith, dated the 14th Aug. 1809, that I think it fair to infer, that such was the real course of facts For you will observe, sir, that Mr Jackson in this first solemn declaration no where says, that Mr. Erskine had no discretion given him in relation to this subject in any other despatch; but simply that the despatch in question is the *only one*, in which the conditions are prescribed, &c. &c.—He may, notwithstanding this declaration, have had full powers or discretionary powers, as he probably had given him in some other despatch. In support of this conclusion, sir let me beg your attention to Mr Erskine's letter containing the expressions to which I allude, and which will be found in pages 2, 22, of the printed documents, in the following words:

"Under these circumstances, therefore, finding that I could not obtain the recognitions specified in Mr. Canning's despatch of the 23d January, (which formed but *one part* of his instructions to me,) in the formal manner required, I considered that it would be in vain to lay before the government of the United States the despatch in question, which I was at *liberty* to have done *in extenso* had I thought proper: But as I had such strong grounds for believing, that the object of his majesty's government could be attained though in a different manner, and the spirit, at least, of *my several letters of instructions be fully complied with.* I felt a thorough conviction upon my mind, that I should be acting in conformity with his majesty's wishes, and, accordingly, concluded the late provisional agreement, on his majesty's behalf, with the government of the United States.

"The disavowal by his majesty is a painful proof to me, that I had formed an erroneous judgment of his majesty's *views* and the *intention* of *my instructions*; and I have most severely to lament, that an act of mine (though unintentionally,) should produce any embarrassment in the relations between the two countries"

It is to be observed from this quotation, in the first place, sir, that Mr. Erskine explicitly disavows ever having shown the Executive government the despatch containing the inadmissible conditions; and thus entirely exculpates it from the odious imputation attempted to be thrown on it by Mr. Jackson, and for this respectful forbearance to our government, he is certainly entitled to the applause of his own. In the next place, Mr. Erskine explicitly states, that the despatch in question contained but *one part* of his instructions, and that he thought that from the *spirit at least* of his *several letters* of instructions, he was fully authorized to make the arrangement he had done. And I think there is very little doubt but he had—that Mr. Erskine *still* thinks so, there can be no doubt—for he no where says, he is now convinced, that his powers were incompetent—he only says, that the disavowal by his majesty is a painful proof to him, that he had formed an erroneous judgment of his majesty's *views* and the *intentions* of his instructions.——Whether or not he had formed an erroneous judgment of his majesty's *views*, or the *intention* of his instructions, I imagine, will depend very much upon the point of time, to which the judgment he had formed is referable. If it be referred to the time of Mr. Oakley's mission, I am inclined to think, he had neither formed an erroneous judgment of his majesty's *views*, nor the *intentions* of his instructions; but if he refers to the time of the disavowal, then, I think it pretty certain, he had formed an erroneous judgment of both—for I have no doubt but his majesty's *views* at least, had completely changed between these two periods of time, & the real cause of this change, and of the disavowal itself, is to be looked for in the occurences which took place, both in Europe and in the U. States, during that interval No, sir, the want of powers on the part of Mr. Erskine, is not the true cause of the disavowal. I will now venture to conjecture the true cause; and if it be the right one, the case will be a plain one; and all equivocations in the explanations rendered unnecessary.

To do this, sir, I must call your attention to the state of events in Europe and in the United States, at these different periods of time. Mr. Oakley's mission was immediately after the British government was apprized of the precipitate retreat of Sir John Moore's army from Spain, and the fortunate escape of the remains of it from Corunna—The affairs of Spain, which had before excited such high expectations in the British cabinet, were given up as hopeless, &c. &c.—Contemporaneously with a knowledge of these events, the British government was also informed of the measures of resistance against her outrageous aggressions, contemplated by Congress; which she then believed would certainly be carried into effect, &c. &c. Such was the state of things at the