NATIONAL INTELLIGENCER,

AND

WASHINGTON ADVERTISER.

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FIVE DOLLARS PER ANNUM. WEDNESDAY, MARCH 5, 1806. *PAID IN ADVANCE.*

NAVY DEPARTMENT,
ACCOUNTANT'S OFFICE,
February 6, 1806.

A STATEMENT

Exhibiting the amount of money which has been drawn from the Treasury of the U. States, and disbursed on account of the navy in each year, since the establishment of the navy department, viz.

	Dls.	Cts.
In the year 1798	570,314	24
1799	2,849,187	26
1800	3,385,340	18
1801	2,117,420	74
1802	946,213	24
1803	1,107,925	32 3-4
1804	1,246,502	71 3-4
1805	1,409,949	67

THOMAS TURNER, *Acc't.*

A STATEMENT

Exhibiting the cost of each armed ship or other vessel built or purchased on account of the United States, for the navy, viz.

		Dls.	Cts.
Frigate	United States,	299,336	56
	Constitution,	302,718	84
	Constellation,	314,212	15
	Congress,	197,246	81
	President,	220,910	08
	Chesapeake,	220,667	80
	Philadelphia,	179,349	00
	New York,	159,639	60
	Essex,	139,362	50
	John Adams,	113,505	72
	Adams,	76,622	27
	George Washington,	69,024	92
	Boston,	119,570	04
	General Greene,	105,492	32
	Insurgent,	96,640	29
Ship	Ganges,	80,655	21
	Portsmouth,	59,551	32
	Merrimack,	46,170	20
	Connecticut,	57,260	65
	Baltimore,	56,277	67
	Delaware,	59,563	01
	Maryland,	70,249	83
	Patapsco,	73,104	40
	Herald,	47,780	77
	Trumbull,	58,494	91
	Warren,	34,702	01
	Montezuma,	55,732	13
Brig	Norfolk,	18,720	55
	Richmond,	27,896	87
	Augusta,	16,294	29
	Pickering,	52,126	06
	Syren,	32,521	77
	Argus,	37,428	29
	Hornet, {the accounts for the building this vessel have not been exhibited—the advances on account amount to}	52,603	
Schooner	Enterprize,	16,240	52
	Experiment,	16,689	15
	Vixen,	20,872	73
	Nautilus,	18,763	51
	South-Carolina,	5,146	54
	Charleston,	5,190	04
	Beaufort,	5,030	53
	St. Mary's,	5,575	11
	Savannah,	6,228	69
	Protector,	4,443	59
	Mars,	4,387	45
	Governor Davie,	3,125	09
	Governor Williams,	3,213	41
Gun Boat	No. 1, built at Washington	10,210	65
	2, Hampton,	11,309	95
	3, Philad.	11,757	48
	4, Washington,	11,989	50
	5, Baltimore,	12,293	87
	6, New-York,	13,790	00
	7, Do.	12,729	50
	8, Boston,	13,090	97
	9, Charleston,	12,792	64
	10, Washington,	12,072	46
Bomb Ketch,	Spitfire,	17,307	83
	Vengeance,	18,143	24

Note.—The frigates United States, Constitution and Constellation, were built before the establishment of the navy department, and their costs ascertained from data obtained from the treasury and war departments.

THOMAS TURNER, *Acc't.*

A STATEMENT

Exhibiting the amount of money expended in the purchase and improvement of each navy yard belonging to the U S.

	Dls.	Cts.
Navy-Yard at Washing'n.	180,920	15
Boston,	80,521	94
Portsmouth, N.H.	33,249	07
New-York,	89,555	50
Philadelphia,	41,180	84
Norfolk,	52,749	78

THOMAS TURNER, Acc't.

To be Sold,

Or EXCHANGED for other property in the CITY, or its vicinity.

TWO valuable and contiguous TRACTS of LAND in the state of Kentucky, the one containing 6880 acres, and the other 6252 acres, by late resurvey. They are under old and indisputable titles of more than twenty years, and situate in a populous county, adjoining flourishing settlements. All taxes thereon have been duly paid. Apply to the subscriber,

JOHN BECKLEY.

City of Washington, November 6—wtf

Nassau, (N. P.) Jan. 31.

COURT OF VICE ADMIRALTY.

Nov. 12. 1806.

Before his honor Henry Moreton Dyer, esq. sole Judge & commissary.

SAMPSON, PHIPPEN, master.

Judgment.—This is the case of a ship, captured under American colors, on a voyage from Philadelphia to Havanna, and in respect of which the captors contend for condemnation, on the ground that the same ship and cargo, originally came from Marseilles to Philadelphia, with an intention to proceed on her present destination.

In the course of the opinion which I am now called upon to give, it appears to be the most convenient arrangement, that I should first state what is the law upon cases of this description; and then proceed to consider how far the facts of the present case warrant the application of the law.

I will begin by merely adverting, as a preliminary proposition, to the rule, that the trade of neutrals, between the mother country and the colony of the enemy is illegal; a principle too plain, as I apprehend, to be dissented from, and which it would be needless to enforce by authority or argument.

I conceive it to be a rule equally plain, that a fraudulent stoppage in an intermediate neutral port to break the continuity of a voyage, which if continuous would be illegal, must be subject to the same penalties as the continuous voyage itself. Whatever some interested defenders of neutral rights may advance, I apprehend the latter principle to be perfectly as clear as the former; and at least I have not heard it controverted by the argument in this case.

Taking the principle then to be clear, the important question in every case of that sort must be, whether the arrival in the neutral port was merely a stoppage *in transitu*, made with the fraudulent intent of breaking the continuity of the voyage; or whether it effected a complete and *bona fide* importation into the neutral country; it being clearly admitted, that after such a bona fide importation, and an admixture of the articles with the common stock of the country, it is competent to the neutral merchant to transport them forwards wherever he pleases.

Several cases have occurred before our superior courts of prize, in which these principles have been discussed.

In the Polly, Lasky, (2 Rob. Ad. Rep. 361) which was the case of an American ship taken on a voyage from Marblehead to Bilboa, with a cargo of colonial produce, which had been bro't from Havanna to Marblehead; it appeared that the goods had been legally imported into America, and that the duties had been paid; and under these circumstances, the high court of admiralty decreed for restitution.

In the Penelope, Flagg, (court of appeals, 10th June, 1801) the vessel was taken on a voyage from Charleston to Malaga, with a cargo of sugar and tobacco, which had been brought from Havanna to Charleston in another vessel, belonging to the same American owners. But that cargo appearing by this evidence to have been lawfully imported into America, the lords restored it.

In the Mercury, Roberts, (court of appeals, 28th July, 1800, and 13th Jan. 1804) the voyage was from Charleston to Hamburgh, the cargo, sugar, which had been brought in the same vessel from Havanna. The manifest described the cargo to be laden at the port of Charleston, and there was an attestation of the master, annexed to the same instrument, that the goods had been legally imported into America, and the duties thereon paid or secured. But it appeared by other and more indisputable evidence, that not one article of the cargo had been landed since the ship left Havanna, and that the sole purpose of touching at Charleston had been to obtain a new set of papers for the voyage to Europe. Under these circumstances, the property was condemned.

In the Eagle, Weeks, (court of appeals, 15th May, 1802) there was a voyage from Philadelphia to the Havanna with a cargo of bar iron and nails, which had been brought from Bilboa to Philadelphia. Further proof was ordered to shew the nature of the importation of those articles into America, and to ascertain the fact whether the duties had been paid. Very full further proof was subsequently exhibited, by which it appeared, that the duties on importation had been actually paid; and that the two voyages were perfectly distinct transactions. And upon this proof, the lords pronounced for restitution.

The Essex, Orne (Court of Appeals, June 1805) was the case of an American vessel captured on a voyage from Salem to Havanna, with a cargo which had been in the first instance brought from Barcelona to Salem, and there landed and warehoused; and within about three weeks afterwards reshipped, and sent forward in the same bottom. The usual bond had been given for the duties in America, and there was some appearance that they had been actually paid after the cargo was landed and surveyed; but they had (a very small part excepted) been drawn back on the *re-exportation*. In that case it should seem, (for no reasons were given) that the lords considered the original intention of the parties to have been not to dispose of the cargo in the neutral country, but to send it on to the colonial port of the enemy—and therefore the property was condemned.

The last cases which have occurred on this subject are those of the Enoch and the Rowena, before the high court of admiralty, 23d June, 1805. They were two American ships, laden with French colonial produce, bound from Boston to Antwerp. The cargoes had been landed in America in the same manner as in the Essex; but the vessels had come originally from Martinique to America, with the same cargoes, on account of the same neutral owners—Sir William Scott inferred from all the circumstances of these cases, that the original design was a voyage to Europe, and on that ground (referring to the Essex as an authority) he pronounced both ships and their cargoes to be subject to condemnation.

The rule laid down by the late decisions (and which it is my duty to observe in cases where it applies) I conceive to be this: That it is incumbent on the claimant to shew that the original intention on his part was, that the arrival in the neutral port should completely end the voyage—and that the subsequent voyage in which he was interrupted, was a new, original and distinct speculation; in short to negative any presumption of a colorable attempt to evade the penalties of a direct trade.

It is no secret that much clamor has been raised against that exalted court, whose recent decisions I have just adverted to; and that these decisions have been arraigned as being inconsistent with the principles laid down in the former case of the Polly, Lasky. For my own part I cannot see any just reason for that assertion.

The language which, as a belligerent nation, we have been uniformly authorised by every principle of common sense, and every doctrine of the law of nations, to hold on this subject, may be couched in the following terms:

"You, the Neutral, while you shall be protected in all your former rights and privileges, shall not interfere in any new trade; which by benefiting our enemy, shall arrest the infliction of our force, and disconcert the operations which the law of arms authorises us to direct against him—in peace, you were not allowed to trade between the parent state and the colony of our enemy: therefore, you must not do so in war—neither shall you be at liberty to carry on covertly and indirectly, that trade which is thus interdicted in its open and direct shape. Carry on that commerce which you were always permitted, between the parent state and your own country—pursue the same intercourse between your own country and the colony, which was formerly indulged to you. But when we find your vessels carrying to the hostile colony the produce of the mother country, or to the mother country the productions of its colonies, satisfy us plainly, honestly and substantially, that the articles carried in either case were drawn from your common mercantile stock (into which they had been formerly incorporated by a *bona fide* importation) and that they were not originally brought to the neutral port with an intention of transmission to the ultimate point of hostile destination."

In conformity to this doctrine, our courts of prize did certainly, at one time, consent to admit, as the test of a *bona fide* importation, that the goods should be landed and the duties upon importation paid in the neutral state. But when, in a longer course of experience, cases should arise, in which we find that articles are landed but to be reshipped, and that duties are paid, which are presently afterwards drawn back upon re-exportation, or rather that a mere security for the payment is taken, which is only to be enforced in the event of the articles remaining in the neutral state; have we not a just right to say, that we will *no longer* consider those two acts as *exclusive* tests of honest importation, and that we expect the fact of such an importation to be established by other and more convincing evidence? And I should be glad to know on what just ground of argument we can be said in making this demand, to recede from our original principle? But I forbear to attempt a defence of that most upright and eminent judge, whose talents and whose virtues far transcend my feeble praise, and are best rewarded by the united testimony of an applauding nation.

The principle then, I must assume, remains entire, that in cases of this sort, it is necessary to shew that the voyage did end, or was intended to end, in the neutral country, to which the vessel belongs, and that there was no projected communication between the hostile ports.

A distinction, however, is attempted as to this particular case! And it is contended by the claimant's counsel, that with whatever justice these doctrines may apply to an indirect trade between the mother country and the colony of the *same enemy*, yet that the case of a circuitous trade from the parent state of one enemy, to the colony of another is different; that all the cases which have been decided, are cases of the former description, and that there is no case of the latter kind.

I am ready to admit that the assertion is right as to those cases which have been cited at the bar, or which the research of the court has discovered. Though I think that cases of the other kind must have arisen, I confess that they have not occurred to my observation. But supposing the fact to be, that no such case has ever been decided, and that it is now presented for the first time, to the view of this or any other court, little anxious as I ever am to establish new doctrines upon my single judgment, I should not hesitate to say, if it were necessary, for the first time, that a colorable stoppage in a neutral port, in the course of a meditated voyage from the mother country of one enemy to the colony of another enemy, allied in war, is illegal. A direct trade between two such ports of the confederate powers, was determined in the Rose, Young, [4 Rob. Reps. 266] and in many other instances, to be equally penal with the direct trade between the parent and the colonial ports of the same enemy. That trade between ports of the same enemy, when attempted to be circuitously managed, has been held equally penal with the direct intercourse itself; and I cannot discover that a shade of difference exists, so as to screen the like evasion in the course of a trade between the parent state and the colony of two different nations, who are our common adversaries.

Having thus stated what I conceive to be the law upon questions of this kind, I proceed to consider whether the facts of this case are such as to bring it within the rule.

I will begin with the oral testimony, which has been derived from the examination on the standing interrogatories of five persons, a larger number than is usually required by the court, but an excess, which, under all the circumstances of this particular case, and among them the great value of the property, the court very readily approves.

The evidence of the Spanish passenger, who was bound from Philadelphia to Havanna, I may at once lay out of the case, as he was wholly unacquainted with the transaction or any of the parties to it.

Nor does the master himself furnish much more information. It appears, by his own declaration, that he was newly appointed, and but little trusted. His first acquaintance with the vessel was but a few days before his departure from Philadelphia. He knows as little as to the cargo; nor says any thing material in respect to that, except that he believes it was for the most part of *foreign produce*.

(*TO BE CONTINUED.*)

CITY LOTS FOR SALE.

THE undermentioned Lots of ground are offered for sale, either separately or by squares, on liberal terms either for cash or on credit—they are all free from mortgage or incumbrance, and are subject to no litigation or contest, as the titles are derived by immediate conveyances from the chancellor of Maryland and the commissioners of Washington, to Messrs. Henry Pratt, Thomas Willing Francis, John Miller. jun. John Ashley & Jacob Baker, trustees of the Aggregate Fund.

Square No. 54 Lot no 9—sq 72 Lots no 2 4 8 10 12 13 14 15 18 sq 84 Lot no 1—sq 85 Lots no 20 21 22—sq 103 Lots no 7 8—sq 145 Lots no 1 2 7 8—sq 146 Lots no 1 2 3—sq 147 Lot no 4—sq 163 Lots no 5 6 7 12 13 14—sq 258 Lots no 6 7 10 11 12 15 16—sq 293 Lots no 1 2 3 7 8 11 12 13 18 sq 349 Lots no 1 2 8—sq 376 Lots 10 16 17 18—sq 407 Lots no 3 4 7 8 9 17 18—sq 487 Lots no 5 6 7 10—sq 488 Lots 8 9 12—sq 489 Lots 5 6 9 sq 491 Lots 10 11 12 16 19 20 24—sq 493 Lots no 7 8—sq 494 Lots no 8 9 10—sq 531 Lots 3 4 8 11 12 13 14—sq 533 Lots no 13 15 16 17—sq 584 Lots no 1 2 3 4 21 22 23 24—sq 588 whole square. East of 590 whole square.—sq 635 Lots no 1 2 3 5 6 9 19—sq 638 Lots no 1 2 3—sq 639 Lot no 1—sq 640 Lots no 1 2 3 4 10 11 12 13 14 15 16 17 18—sq 641 whole square—sq 642 Lots no 1 6 7 8 9 10 11 12 13 14 19—east of 643 Lot no 2—south of 643 Lots no 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 28—sq 644 Lots no 1 5 7 west of 645 whole square—sq 878 Lots no 16 17 18 19 20—sq 973 Lots no 4 5 6 7 8 20 21—sq 995 Lots no 10 11 12 13 14 15 16 17 18—south of 1019 Lots no 1 2 4—sq 1020 Lots no 1 2 3 4 5 25 26 27 28 29 30 31 32 33 34 35 36 37 38—sq 1021 Lot no 1—sq 1022 Lot no 2—sq 1023 Lots no 4 5 7 8 9 10—sq 1024 Lots no 1 2 3 7—sq 1045 Lots no 9 10 12—sq 1046 Lots no 2 14 15—sq 1047 Lots no 7 8 9 10 11 12 13 19 20—sq 1048 Lots no 7 8 9 15 16 17 18 19 20 21 22 23.

Persons disposed to purchase are desired to apply to the subscriber at Mrs Frosts near the capitol.

JAMES GREENLEAF, Agent and attorney to the trustees of the Aggregate Fund.

Feb. 24—wtf

New-York, Feb. 28.

STATISTICAL.

By the enumeration of the inhabitants of this city recently published, the progress of population for the last 5 years appears to be at the rate of 25 per cent. Should our city continue to increase in the same proportion during the present century, the aggregate number, at its close, will far exceed that of any other city in the old world, Pekin not excepted: as will appear from the following table.

Progress of population in the city of New-York, computed at the rate of 25 per cent. every 5 years.

1805	75,770
1810	94,715
1815	118,390
1820	147,987
1825	184,983
1830	231,228
1835	289,035
1840	361,293
1845	451,616
1850	564,520
1855	705,650
1860	882,062
1865	1,100,577
1870	1,378,221
1875	1,722,776
1880	2,153,470
1885	2,690,837
1890	3,364,796
1895	4,205,995
1900	5,257,493

From this table it appears that the population of this city, 60 years hence, will considerably exceed the reputed population of the cities of Paris and London. Cities and nations, however, like individuals, experience their rise, progress and decline. It is hardly probable that New-York will be so highly favored as to prove an exception.—Wars, pestilence, and political convulsions must be our lot, and be taken into calculation. With every allowance, however, for the "numerous ills which life is heir to," from our advantageous maritime situation, and the increase of agriculture and commerce, our numbers will, in all probability, at the end of this century, exceed those of any other city in the world, Pekin alone excepted.

From the data here furnished, the politician, financier, and above all the speculator in town lots (a subject, to our shame be it spoken, which absorbs every generous passion) may draw various and interesting references.

We have been favored by a respectable mercantile house in this city, says the New York Gazette, with the following letter from London, dated the 28th November, and the accompanying law opinion of an eminent civilian of London.

LONDON, 28th Nov. 1805.

Gentlemen,

As the present system of our government, relative to the capture and condemnation of neutrals having on board the produce of the enemy's colonies, is become a subject of the greatest importance to the commercial world in general, and to American citizens in particular, and presuming it may not be uninteresting to yourselves, we take the liberty to hand you on the other side, a copy of a case drawn for the purpose of procuring the best information as to the conduct now to be adopted by neutrals engaged in such adventures, together with the opinion of one of the most eminent civilians in the admiralty courts.

[CASE.]

A. & B. merchants at New-York, subjects and citizens of the United States of America, and extensively connected with the continent of Europe, from the different quarters of which they learn that the produce of the enemy's colonies is selling at high prices, and on contrasting them with those of New York, they had sufficient margin for successful adventure; in consequence of which, they determine on shipping a cargo of Havanna and Martinique sugars, and coffee, Curracca cocoa, log and Nicaragua wood, to the port of Leghorn, and in pursuance of this scheme, they attend the public sales, and examine the private warehouses of individuals, where they succeed in purchasing so much as is deemed adviseable of each of the above articles, partly at public, partly by private sale, bills of parcels for which are tendered by the sellers, who accompanying the purchasers to a magistrate, before whom the latter, as well as the former, make oath to the fact of such purchasers, and the particulars are stated in the bills of parcels, which oath is countersigned by the English, French, Spanish, and such other consuls whose signatures may be deemed needful. For the transport of this property, an American vessel is chartered, on board of which it is shipt, and the vessel proceeds on the intended voyage, furnished with the regular documents to establish the neutrality of her flag; the captain is also provided with the aforesaid authenticated bills of parcels, together with bills of lading in conformity, and the certificate of the citizenship of A. and B. also of their ownership of said cargo.

Quere?—Can such vessel, on such voyage to Leghorn, be legally detained