NATIONAL INTELLIGENCER,

AND

WASHINGTON ADVERTISER.

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WAR DEPARTMENT,

June 1st, 1803.

Notice is hereby given,

THAT ſeparate propoſals will be received at the office of the Secretary for the Department of War, until the 31ſt day of July next enſuing for the ſupply of all rations, which may be required for the uſe of the United States from the 1ſt day of October, 1803, until the 30th day of September, 1804, both days incluſive, at the following places—viz

Firſt. At Niagara, Detroit, Chikago, the Miami of the Lakes, Michilimacinac, Fort Wayne, and at any place in the ſtate of Ohio.

Second. At Vincennes.

Third. At Fort Maſſac, near the mouth of the Ohio, Kaſkaſkias, and near the mouth of the Illinois.

Fourth. At South Weſt Point, Tellico, Knoxville, Naſhville, and at any place or places where troops are or may be ſtationed, marched or recruited within the ſtate of Tenneſſee and Kentucky, and within the Cherokee nation between Tenneſſee and Georgia.

Fifth. At the Chickaſaw Bluffs, Natchez, Fort Adams, Mobile, and any place within the Miſſiſſippi Territory more than ten miles from the river, and on the road between the Miſſiſſippi Territory and the Tenneſſee river, and on the road from Natchez to the boundary line between the Chocktaws and Chickaſaws and at any place in the Chickaſaw or Chocktaw country between Bear Creek and Natchez.

Separate propoſals will alſo be received as aforeſaid for the ſupply of all rations which may be required for the uſe of the United States from the 1ſt day of January, 1804 until the 31ſt day December of the ſame year, both days incluſive, within the ſeveral ſtates hereinafter mentioned—viz.

Sixth. At Fort Wilkinſon, Cockſpur Iſland, and at any place or places where troops are or may be ſtationed, marched or recruited within the ſtate of Georgia, or on the Indian boundary between Georgia and the Creek nation.

Seventh. At Charleſton, Rocky Mountain, on the head waters of the Santee, and at any place or places where troops are or may be ſtationed, marched or recruited within the ſtates of South and North Carolina.

Eighth. At Norfolk and at any place or places where troops are or may be ſtationed, marched or recruited within the ſtate of Virginia.

Ninth. At Fort M'Henry, and at any place or places where troops are or may be ſtationed, marched or recruited within the ſtate of Maryland.

Tenth. At Fort Mifflin, Pittſburgh, Carliſle, and at any place or places where troops are or may be ſtationed, marched or recruited within the ſtates of Pennſylvania, New-Jerſey and Delaware.

Eleventh. At Fort Jay, Weſt Point, Albany, Schenectady, and at any place and places where troops are or may be ſtationed, marched or recruited within the ſtate of New-York, excepting Niagara.

Twelfth. At Fort Trumbull, Fort Wolcott, in any part of Vermont, and at any place or places where troops are or may be ſtationed, marched or recruited within the ſtates of Connecticut and Rhode Iſland.

Thirteenth. At Fort Independence (Boſton Harbour), and at any place or places where troops are or may be ſtationed, marched or recruited within the ſtate of Maſſachuſetts, the Diſtrict of Maine excepted.

Fourteenth. At Portſmouth, Portland, and at any place or places where troops are or may be ſtationed, marched or recruited within the ſtate of New-Hampſhire and the Diſtrict of Maine.

A Ration to conſiſt of one pound and a quarter of Beef, or three quarters of a pound of Pork eighteen ounces of Bread or Flour, one gill of Rum, Whiſky or Brandy, and at the rate of two quarts of Salt, four quarts of Vinegar, four pounds of Soap, and one pound and an half of Candles to every hundred Rations. The prices of the ſeveral component parts of the Ration muſt be ſpecified.

The Rations are to be furniſhed in ſuch quantities, that there ſhall at all times, during the term of the propoſed contracts, be ſufficient for the conſumption of the troops at Michilimacinac, Detroit and Niagara for ſix months in advance, and at each of the other poſts on the Weſtern waters, for at leaſt three months in advance, of good and wholeſome proviſions, if the ſame ſhall be required. It is alſo to be permitted to all and every of the Commandants of fortified places or poſts to call for at ſeaſons when the ſame can be tranſported, or at any time in the caſe of urgency, ſuch ſupplies of like proviſions in advance, as in the diſcretion of the Commandant ſhall be deemed proper.

It is to be underſtood that the Contractor is to be at the expenſe and riſk of iſſuing the ſupplies to the troops, and that all loſſes ſuſtained by the depredations of an enemy or by means of the troops of the United States, ſhall be paid for by the United States at the price of the articles captured or deſtroyed, on the depoſitions of two or more perſons of creditable characters, and the certificate of a commiſſioned officer, aſcertaining the circumſtance of the loſs, and the amount of the article for which compenſation ſhall be claimed.

The privilege is underſtood to be reſerved to the United States of requiring that none of the ſupplies, which may be furniſhed under any of the propoſed contracts, ſhall be iſſued until the ſupplies which have been or may be furniſhed under contracts, now in force, have been conſumed, and that a ſupply in advance may be always required at any of the fixed poſts on the ſea board or Indian frontiers, not exceeding three months.

H. DEARBORN,

Secretary of War.

The whole of the property

of John Fitzgerald, advertiſed for ſale on the 21ſt ult. could not on that or the ſucceeding day be ſet up, owing to previous engagements of the Vendue Maſter: it was then concluded as moſt eligible to poſtpone the ſale of the reſidue until the 19th day of May, (inſt.) There remain the Diſtillery, the piece of ground upon Wolfe and St. Aſaph ſtreets, & the tract of Land in the vicinity of the town, which will on that day be expoſed to ſale on the terms formerly advertiſed.

THOS. A. DIGGES, } Acting
JAMES KEITH, } Exec'rs.

May 10.

*** One of the Executors being obliged to attend the General Court in Anapolis, on the day appointed for the ſale, a further poſtponement becomes neceſſary. Thurſday the 23d day of June is appointed when the ſale will certainly take place.

May 16.

☞ The Editors of the National Intelligencer and Balt. Fed. Gazette, are requeſted to inſert the foregoing, three times a week, till the day of ſale.

RAN AWAY,

FROM the Subſcriber, living in Calvert county, ſome time in February, a NEGRO MAN called John, about, 27 years of age, 5 feet 8 or 9 inches high, and ſtout made, has a large ſcar on one of his cheeks, and ſome marks of a ſcald head which may be diſcovered on examination. Stammers when ſpoken to, and plays a little on the violin. Whoever takes up ſaid Negro and ſecures him in any jail ſo that I get him again, ſhall receive 10 dollars reward if out of the county, or 5 dollars if in the county, and all reaſonble charges paid if brought home.

JOSEPH GRIFFISS.

June 1. 3t

Strayed or Stolen,

On the 24th May,

FROM the Eaſtern Branch Ferry, a brindle milk COW, gives a large quantity of milk—her hind feet are white up to her hams, a ſmall ſtar in her face, and her left horn broken off about half way, and tied up with a cord. A reward of 3 dollars will be given to any perſon for bringing her home; and if ſtolen 5 dollars for the cow and thief.

SARAH COLLINS,
Living at the Navy Yard.

June 1. 3t

Boarding & Day Schools.

PRESIDENT'S SQUARE.

J. GARDINER inſtructs Youth in Arithmetic, Book-Keeping, Writing, and Engliſh Grammar

MRS. GARDINER teaches Needle Work, Tambouring, &c. Young Ladies who deſire ſo to do, can divide their time betwixt the two ſchools.

Boys from the country accommodated with Board and Lodging on reaſonable terms.

June 1. 2m o

MILITIA OF COLUMBIA.

LEGIONARY ORDERS—FIRST LEGION

A LEGIONARY Court of Enquiry will convene at Rhodes's Hotel, in the City of Waſhington, on Wedneſday the 8th of June next, at 10 o'clock in the forenoon, for the aſſeſſment of Fines on officers for neglect of duty; for the remiſſion, on good cauſe ſhewn, of fines impoſed by the firſt and ſecond battalion court of enquiry, and for other duties preſcribed by the late Militia Law—The commanding officers of battalions and companies, and thoſe who may wiſh to offer excuſes for the remiſſion of their fines, are requeſted to pay due attention to this order.

By order of the Lieut. Col. Commandant.

W. D. BEALL, Adjutant.

May 30.

The ſubſcriber having occaſion

to be frequently abſent from this place, declines offering to ſerve as a member of the City Council.

JAMES BARRY.

Waſhington, May 27. ept7J

The ſubſcriber has for ſale,

A QUANTITY OF

Claret in bottles,	Jamaica Spirits,
Anchovies in boxes,	Whiſky in barrels,
Capers in ditto,	New-England cheeſe,
Olives in ditto,	Imperial Tea in cheſts,
Olive Oil in ditto,	Butter in Firkins,
Sugar in hhds, & bls	&c. &c.

WILLIAM BRENT.

Waſhington, May 11. tf

CHARLES VARDEN,

TAYLOR,

FROM PHILADELPHIA.

HAS received from Philadelphia an elegant aſſortment of the beſt quality Superfine Cloths, Caſſimeres, Silk florintine, Black and fancy ſilk moleſkin velvet, white & figured Marſeilles, Swandowns, Toilinettes, Velveteens, Fancy cords, Coating, &c.

With a variety of other articles ſuitable for the winter ſeaſon.

N. B. Ladies Habits, Regimentals and Navy uniforms made in the firſt ſtyle of faſhion.

New-Jerſey Avenue, the ſecond Houſe from the Capitol Square.

December 8, 1802. tf.

From the National Ægis.

FRENCH TREATY.

Great pains have been taken, by the enemies of the government, to miſlead the public mind, on the ſubject of our treaty with France. It has been repreſented by the Federaliſts, that the treaty was ſo modified by the *preſent adminiſtration*, as to relinquiſh all our claims of indemnity upon the French government, for the ſpoliations upon our commerce. Among the charges in their account current of abuſe againſt the adminiſtration, they introduce an item of thirty millions of dollars, which the country has loſt by the ratification of the treaty in its preſent form. This ſuggeſtion has been repeated & re-repeated, until it has produced an impreſſion upon the minds of many people, who have neither leiſure nor inclination to examine for themſelves. Even ſome of the fabricators of the falſehood, by its frequent repetition, have probably learnt to believe it themſelves. The Editor of the Gazette of the United States, (who muſt certainly once have known better) has introduced ſome remarks upon a letter from France, with the following obſervation:

"Every body knows that our preſent wiſe and economical adminiſtration have ratified an article inſerted by Bonaparte himſelf, in our convention with France, by which our goverment expreſsly renounces all claim upon France, for the payment of ſome thirty millions of dollars, of which the cruiſers of that nation plundered us, during the late European war."

The peremptory authority with which this charge is alledged, has rendered it proper that the hiſtory of our negotiation with France, ſhould be fairly ſtated. This is neceſſary to correct the miſtaken impreſſions which may have already been produced, and to obviate the further effects of falſehood and miſrepreſentation.

On the 30th day of September, 1800, a treaty was made at Paris, by Meſſrs. Ellſworth, Davie and Murray, on the part of the United States; and by Joſeph Bonaparte, Fleurieu, and Rœderer, on the part of the French Republic. The 2d article of this treaty, contained the following ſtipulation.

"Art. 2. The Miniſters Plenipotentiary of the two parties, *not being empowered at preſent*, to agree relative to the treaty of alliance of the 6th of February, 1778, to the treaty of friendſhip and commerce, of the ſame date, and to the convention of the 14th of November, *nor to the indemnities mutually due and claimed; the parties ſhall further negotiate on theſe points, at a convenient time,*" &c. &c.

On the 24th day of January, 1801, *(under the adminiſtration of John Adams)* the treaty was laid before a *Federal Senate*, and after ſeveral days diſcuſſion, was ratified by the Senate, *with the exception of the ſecond article*, and with a further proviſion, limiting the operation of the treaty to the term of eight years. This conditional ratification by the Senate, was confirmed by the Preſident, not, however, without an expreſſion of regret, that it had not been ratified without any qualification. The treaty thus modified, was returned to France, and on the 31ſt of July, 1801, was ratified by the Firſt Conſul, in the following words, viz.

TRANSLATION of the RATIFICATION by the FIRST CONSUL.

'BONAPARTE, Firſt Conſul, in the name of the French people: The Conſuls of the Republic, having ſeen and examined the convention concluded, agreed to, and ſigned at Paris, the 8th Vendemaire, 9th year of the French Republic, (30th Sept. 1800,) by,' &c.

(Here follows the Convention.)

'Approves the above convention in all and each of the articles which are therein contained; declares that it is accepted, ratified and confirmed, and promiſes that it ſhall be inviolably obſerved.

'The government of the U. States having added in its ratification, that the convention ſhould be in force for the ſpace of eight years, and having omitted the ſecond article, the government of the French Republic conſents to accept, ratify, and confirm the above convention, with the addition importing that the convention ſhall be in force for the ſpace of eight years, and with the retrenchment of the ſecond article: Provided, that by this retrenchment, the two ſtates renounce the reſpective pretenſions which are the object of the ſaid article.

'In faith whereof, theſe preſents are given, ſigned, counterſigned, and ſealed with the Great Seal of the Republic, at Paris, the 12th Thermidor, 9th year of the Republic, (31ſt July, 1801.')

By the Firſt Conſul,

BONAPARTE.

The miniſter of exterior relations,
(Signed) CH. MAU. TALLERAND.
The Secretary of State,
(Signed) HUGHES B. MARET.'

On the 19th of December, it was laid before the *Senate, under the adminiſtration of Thomas Jefferſon.* The Senate conceiving the treaty to be fully ratified, paſſed the following reſolution, *without a diſſenting voice.*

UNITED STATES OF AMERICA.

In Senate, Dec. 19, 1801.

The Senate proceeded to conſider the Meſſage of the Preſident of the United States, of the 11th inſt. together with the Treaty and Ratification therein mentioned:

Whereupon.

Reſolved, That the Senate, two thirds of the members concurring therein, conſider the convention between the United States and the French Republic, as fully ratified.

Reſolved, That the convention, as ratified by the Firſt Conſul of France, and declared to be conſidered by the Senate, two thirds concurring thereto, to be fully ratified, be returned to the Preſident of the United States, for the uſual promulgation.

Atteſt, SAMUEL A. OTIS, *Sec.*

The treaty was accordingly promulgated, and became the ſupreme law of the land.

This brief ſtatement is, in itſelf, a ſufficient anſwer to the charge againſt the preſent adminiſtration. A few remarks, however, may ſerve to place the ſubject in a clearer light, and to convince every one, who is open to conviction, that the relinquiſhment of our claims on the French government, is fairly chargeable to the late adminiſtration.

It is well known that the ſecond article in the treaty was intended by our miniſters, to provide for an adjuſtment of theſe claims, by negociation, at a future day. This object they conſidered ſo important, that they have ſince declared that the ſecond article coſt them more time and trouble, than all the other proviſions of the treaty. They could not, therefore, refrain from expreſſing their ſurpriſe and diſappointment, at the rejection of this article by the Senate.

As to the motives which induced the Senate to reject the article, it is difficult to aſſign any plauſible conjecture; unleſs they were willing to give up our claims of indemnity, for the ſake of getting rid of the treaty of 1778. The ſtipulation for the guarantee of the Weſt India iſlands, was always conſidered as an obnoxious and dangerous feature in that treaty. The Senate might have conſidered the relinquiſhment of a doubtful claim *on the French Republic*, for thirty millions of dollars, as nothing more than an adequate ſacrifice, for a releaſe from a guarantee, which, if exacted, would forever tend to involve us in the future wars of that nation. The ſecond article, containing a diſtinct proviſion, for a future negociation, *on both theſe points*, the Senate were, perhaps, willing to *offſet* the one againſt the other, and to reject the whole. Whatever might have been the motives, there is no doubt as to the act of the Senate, or the conſequences which neceſſarily reſulted from it. Theſe conſequences were foreſeen by Mr. Adams, and he therefore regretted that the treaty was not ratified *in toto.*

It is an eſtabliſhed principle of the law of nations, that whenever a claim is ſuppoſed to exiſt between two nations, who afterwards negotiate a treaty, without any recognition of ſuch claim, it is to be conſidered as cancelled or abandoned. A treaty between two nations operates like a general *accord and ſatisfaction*, between two individuals. It is ſuppoſed to embrace all exiſting differences, and is a bar to any future demands between the parties. If, then, the treaty with France had been ſilent on the ſubject of indemnities, there would at once have been an end of all our claims for the ſpoliations on our commerce.

Our ambaſſadors, aware of this conſequence, *acknowledging they were not then empowered to agree relative to the indemnities mutually due and claimed*, introduced, with much labor, a proviſion for a future negotiation on this ſubject. This proviſion was expunged by the exertions of the federal members of the ſenate. The treaty was ratified, with the rejection of this article, and it became, therefore, as if it had been originally ſilent on the ſubject. The claim for THIRTY MILLIONS OF DOLLARS, was thus relinquiſhed and abandoned, by John Adams and a federal Senate.

The Firſt Conſul to put an end to all doubts on the ſubject, added to his ratification, his ſenſe of the rejection of the ſecond article, in theſe words,—"Provided, that by this retrenchment, the two ſtates renounce the reſpective pretenſions, which are the object of the ſaid article." This explanation could in no degree affect the operation of the treaty. The rejection of the ſecond article was, in effect, a complete renunciation of the reſpective pretenſions of the two countries, on the ſubject of indemnities.—Neither the American nor the French government gained or loſt any thing by this additional proviſion. The Firſt Conſul agreeing to the retrenchment of the ſecond article, and to the limitation of the treaty to the term of eight years, the claims for indemnity were reciprocally abandoned, and the convention was conſidered as complete. The ratifications being exchanged, nothing remained for our government, but to promulgate the treaty. The Senate, therefore, *did not ratify it anew, "but returned it to the Preſident for the uſual promulgation."*

Admitting, then, that *thirty millions, or thirty times thirty millions of dollars*, have been thrown away by our negotiation with France, it is ſubmitted to the public to decide, from the facts above ſtated, whether the fault is to be imputed to the preſent, or the paſt adminiſtration.

Since the above was written, we have ſeen a letter of authentic complexion, in the New-York papers, which we offer to our readers without any comment. If the performances of the Firſt Conſul keep pace with his promiſes, the world will be aſtoniſhed with an example of juſtice and generoſity, without a parallel in the annals of civilized nations.

NATIONAL INSTITUTE.

Note on the AYA-PAYNA, *read in the claſs of Phyſical Sciences, by citizen Ventetat.*

A number of the journals have, within a ſhort time, made mention of the Aya-Pana; they have ſaid that this plant is a native of Brazil, that it was cultivated with ſucceſs in the Iſle of France, that it poſſeſſes great virtue, and that it may be conſidered as an univerſal panacea.

I conceive that the claſs, but more eſpecially the phyſicians and botaniſts, will be pleaſed with having a complete deſcription of this vegetable, the diſcovery of which is ſo precious to natural hiſtory, if the virtues which are attributed to it are not exaggerated.

It is about eight months ſince, that one of my nephews, being on the point of leaving the Iſle of France, requeſted the citizen Michaux to make known to him the plants which he thought would be acceptable to me: our aſſociate pointed out the moſt rare, and had even the complaiſance to prepare them for the voyage; he did not forget the famous plant of Brazil. The information my nephew procured reſpecting this plant, is perfectly conformable to that which was lately ſent to Madame Buonaparte, and to the citizen Juſſieu. I believe myſelf ſufficiently informed to offer to the claſs an exact account of the native country of the Aya-Pana, of the properties attributed to it, and principally of its botanic characters.

The Aya Pana grows in South America, on the right bank of the river Amazons. The inhabitants of that country have regarded it, for a long time, as an excellent ſudorific and powerful alexipharmic, or antidote againſt the bites of ſerpents and the wounds of poiſoned arrows; its virtues are alſo acknowledged throughout Brazil, where it is cultivated with care and has obtained the name of the miraculous plant.

In the 7th year of the French republic, captain Auguſtine Baudin, the brother of him who is ſo advantageouſly known to naturaliſts, and who is now on a voyage of diſcovery in the South Seas, being at Brazil, heard the character of the Aya-Pana; he regarded at firſt as fabulous, or at leaſt as exaggerated, all that was ſaid of the virtues of this plant; but the recital of many cures performed by it during his ſtay, confirmed by the teſtimony of people worthy of credit, and particularly by a pupil of our aſſociate Juſſieu, Dr. Camara, a celebrated botaniſt and able phyſician, diſſipated entirely his doubts.

Convinced of the importance of the ſervice he would render to the French colonies, by introducing the Aya-Pana, Captain Baudin uſed all his efforts to procure it. With great difficulty he procured ſeveral roots and ſent them on board his veſſel, giv-