

1815, at Saint John, for the sum of *seven hundred and thirty pounds*, and was bought by a Mr. *Noah Disbrow* of that place, on his own account, and not on the behalf of the Province.

It appears that the House of Assembly at the last Session, presented an Address to His HONOR the PRESIDENT, requesting "that he would be pleased to direct such steps to be taken, as might be deemed expedient to recover from the captors of the vessel, formerly called the *Commodore Barry*, since the Brunswicker, the original purchase money, and reasonable damages sustained for the non-performance of the engagement entered into by Capt. *Brenton*, one of the captors, and that the House would provide for any expence attending the same."

That in consequence of this Address, the Agent of the Province was instructed to apply to Capt. *Brenton*, for the re-payment of the original purchase money, with a reasonable sum for damages sustained, which application was made, but evaded as appears by the Letter of Mr. *H. Abbott*, addressed to Mr. *Clarke*, the Solicitor of the Agent,--That your Committee cannot but express their astonishment, at the reasons assigned in Mr. *Abbott's* Letter, for the refusal of Captains *Brenton* and *Burdett*, to reimburse the Province, and beg leave here to remark, that the application made in the first instance, by Messrs. *Pagan*, *Johnston* and *Merritt*, for the *Commodore Barry*, was in the ordinary way---a mere verbal request to become the purchasers, which was complied with on the part of the captors, for a valuable consideration; when your Committee take into consideration the time when, and the circumstances under which the vessel was sold to the original purchasers, they cannot but think, that Captains *Brenton* and *Burdett* were aware, that the vessel was to be immediately employed in the service of the Province, otherwise the very object, the protection of the Bay of Fundy, for which she had been purchased, would have been defeated.

As Capt. *Brenton* had undertaken by his agreement, "to procure a condemnation with such other documents as may be necessary to entitle the said vessel to a British Register;" it was not necessary for the purchasers to notify the captors, that the vessel was without a Register, as it was a fact well known to them---nor was it so essential for the safety of the vessel, as she was in the Public service of the Province.

Mr. *Abbott*, in his Letter, acknowledges "that Capt. *Brenton* is aware that he promised to procure a condemnation of the vessel; but the loss of all her papers, which was not to be foreseen, prevented the execution of that promise."---If this circumstance could at any time have been urged as a justification for the captors not fulfilling their promise, it will cease to have any weight when it is known, that the papers necessary for the condemnation of the vessel were found in the possession of Mr. *Wright*, the Agent of Capt. *Brenton*, where they must have been left by the captors.

Your Committee from a careful examination of all the papers, are decidedly of the opinion, that there is not the slightest ground for the charge, that the purchasers procured the seizure of the vessel under the plea of her having no Register, unless the herein-before recited Letter of the Attorney General of this Province can be so construed.

That although your Committee are of the opinion, that the captors are liable to reimburse the original purchase money, and that Capt. *Brenton* in particular, by his agreement, is responsible for the damages sustained by reason of the non-performance of the same---yet, when they take into consideration the great delay and expence that would necessarily attend the prosecution of a Law suit; they are of the opinion, that it will be most advisable to accept of the sum of *seven hundred and thirty pounds* currency, at which the vessel was sold to Mr. *Disbrow*, and not to Messrs. *Pagan & Co.* as is incorrectly stated in Mr. *Abbott's* Letter.

Your Committee cannot forbear here to remark in justice to Messrs. *Pagan*, *Johnston* and *Merritt*, that their conduct in the purchasing of the vessel was the