General Wilkinson.

INSPECTOR’S OFFICE.
WASHINGTON, Feb. 19, 1812.

At a general court martial of which brigadier general Peter Gansevoort is President, convened at Frederick-town, in the state of Maryland, on the 2nd of September, 1811, and continued by adjournments to the 25th December following, brigadier-general James Wilkinson was tried on the following charges and specifications, viz.

CHARGE. I.

That the said James Wilkinson, while in the military service, and holding the commission of brigadier general in the army of the United States, did corruptly stipulate to receive, and by virtue of such stipulation, did actually receive, by way of pension or stipend, divers sums of money from the officers and agents of a foreign power, that is to say, from the Spanish officers and agents concerned in the administration of the late provincial government of Louisiana and its dependencies, for the intent and purpose of combining and co-operating with that power, in designs adverse to the laws and policy, and hostile to the peace, interest and union of these states; contrary to his duty and allegiance as an officer and a citizen.

Specification 1. Two mule loads of money, (the amount unknown) being received at New Orleans by one Joseph Ballinger, for the use, and by the authority of him the said James Wilkinson, on account of the said pension, and delivered by the hands of one John Ballinger to him, the said James Wilkinson, at Frankfort, Kentucky, some time in the month of December, 1789.

Specification 2. Two other mule or horse-loads of money, (the amount unknown) being received by him the said James Wilkinson, assisted by one Philip Nolan, at New Orleans, some time in the autumn of the year 1789, also on account of the said pension.

Specification 3. Four thousand dollars and upwards, being received by one La Cassagna, at New Orleans, some time in the year 1793, or in the year 1794, for the use, and by the authority, of him the said James Wilkinson, also on account of the said pension.

Specification 4. Six thousand dollars, being received by one Henry Owens, at New Orleans, some time in the summer of the year 1794, for the use and by the authority of him the said James Wilkinson, also on account of the said pension.

Specification 5. Six thousand dollars and upwards, that is to say, from six thousand three hundred and thirty-three, to eleven thousand dollars, or thereabout, being received by one Joseph Collins, at New Orleans, some time in the summer of the year 1794, for the use and by the authority, of him the said James Wilkinson, also an account of the said pension.

Specification 6. Six thousand five hundred and ninety dollars, being received for the use, and by the authority, of him the said James Wilkinson, at New Orleans, by some person unknown, some time prior to the date of a letter from the said James Wilkinson to one John Adair; in which letter, da-
the execution of the said unlawful plot and confederacy, which correspondence was carried on by means of a certain emissary employed by the said governor Gayoso, named Thomas Power; and did cause and procure the said Thomas Power to lay certain observations verbally before the said governor Gayoso and the baron de Carondelet, calculated to arrange and settle a plan for continuing a secret and unlawful correspondence between him, the said James Wilkinson, and the Spanish officers and agents in the province of Louisiana; and for secretly preparing the means necessary to the execution of the said unlawful plot and confederacy.

Specification 2. He, the said James Wilkinson, in pursuance of his said unlawful plot and confederacy, and in continuation of his said unlawful and treasonable correspondence, on or about the 23rd day of September, in the year 1796, did send from Fort Washington, a certain letter in cypher, addressed to the said governor Gayoso, for the purpose of further devising ways and means to conceal the treasonable correspondence and confederacy between him, the said James Wilkinson, and the Spanish officers and agents in Louisiana, and further to advise and devise ways and means to execute the unlawful objects of the same.

Specification 3. He, the said James Wilkinson, in pursuance of his said unlawful plot and confederacy, and in continuation of his said unlawful and treasonable correspondence, did cause and procure his confidential agent, Philip N. Tan, to write certain instructions to the said emissary, Thomas Power, for the prudential government of his, the said Thomas Power’s conduct, in performing the part assigned in the said plot and confederacy, and for the purpose of regulating the said Thomas Power’s proceedings therein, so as to guard him against detection or mistake.

Specification 4. He, the said James Wilkinson, on divers days and times, in the year 1795 and 1797, at Frankfort, at Cincinnati, at Greenville, at Detroit and at Fort Washington, did hold divers secret and unlawful conferences and consultations with the said Spanish emissary, Thomas Power, both by day and by night, for the purpose of advising and devising the means of executing his said unlawful plot and confederacy.

Specification 5. He, the said James Wilkinson, at divers other days and times, between the 1st day of January, 1789, and the 21st day of April, in the year 1804, at divers places in the United States, and at New-Orleans and divers other places in the province of Louisiana, did, in pursuance of the said plot and confederacy, and in further continuation of the said unlawful correspondence and conferences, correspondence and consultations with the said Thomas Power, with one Gilberto Leon, Andres Arnesty, the baron de Carondelet and governor Gayoso, all officers or agents of the provincial government of Louisiana, and with divers other Confederates, as yet unknown, engaged on behalf of the said government.

CHARGE III.

That he, the said James Wilkinson, while commanding the army of the United States, by virtue of his said commission of brigadier-general, did combine and conferate himself with known traitors, or with those known to be conspiring treacherously against the United States, with intent to promote and advance the consummation of such treason, conspiracy of treason, contrary to his duty and allegiance as an officer and a citizen.
Specification. He, the said James Wilkinson, combining and confederating with one Aaron Burr and his associates and co-conspirators, in the years 1805 and 1806, in a certain treasonable conspiracy to subvert the United States, by affecting a separation and division of the states and territories west of the Alleghany, from those to the east, and to set up a separate and independent empire to be composed of such western states and territories:

CHARGE IV.
That he, the said James Wilkinson, while commanding the army of the United States, by virtue of his said commission of brigadier general, and being bound by the duties of his office, and by his fidelity as a citizen, to do all that in him lay, to discover and frustrate all treasons and conspiracies against the United States, did, nevertheless, connive at and permit conspiracies of treason, and did encourage and abet the same, by his connivence, as commander of the army.

Specification. He, the said James Wilkinson, in the years 1805 and 1806, receiving from the said Aaron Burr and his associates confidential communications of their treasonable designs, and permitting their solicitations of his active co-operation in their treason, without his making any timely discovery of their pernicious designs.

CHARGE V.
That he, the said James Wilkinson, while commanding the army of the United States, by virtue of his said commission, and being bound by the duties of his office to do all that in him lay to discover and frustrate all such enormous violations of the law as tended to endanger the peace and tranquility of the United States, did, nevertheless, unlawfully combine and conspire to act on foot a military expedition against the territories of a nation then at peace with the United States.

Specification. He, the said James Wilkinson, in the years 1835 and 1836, combining and conspiring with Aaron Burr and his associates, to set on foot a military expedition against the Spanish provinces and territories in America.

CHARGE VI.
Disobedience of orders.
Specification. In that the said brigadier general James Wilkinson, being then in command of the troops assembled at New Orleans, was, by written orders and instructions from the war department, dated April 30, 1809, required and directed to give the necessary orders, for the immediate removal of such troops to the high ground in the rear of Fort Adamson, and the high ground in the rear of Natchez, in the Mississippi territory, referring to his discretion to occupy those stations respectively with such portion of troops as he should judge most convenient and proper; which order and instructions the said general Wilkinson wholly neglected and refused to obey, and did, there-aphers, in the month of June following, cause said troops to be removed in a contrary direction to a station called Terre au Boeuf, below New-Orleans, at which station he formed an encampment and remained until the month of September following.

CHARGE VII.
Neglect of duty.
Specification I. In that the said general Wilkinson permitted bad and wholesale provisions to be issued to, and consumed by the troops under his command, during the summer and autumn of 1809, and did not exercise the right of a commanding officer, in respect to the execution of the contract made by James Morrison with the war department, for supplying provisions, as provided in the 2d, 4th and 5th articles of said contract.

Specification 2. In not selecting previous to the removal of the troops to the Mississippi territory, in September, 1809, and in not leaving at the hospital in New-Orleans under the care of proper officers and physicians, such of the sick and convalescent as could not be removed without manifest and increased danger of their lives, and in so distributing the men in the transports, when removing, as to incommode and endanger both the sick and well, thereby disregarding and defeating the primary object of the order for removal.

Specification 3. In not ordering the military agent at New-Orleans to make the necessary advances of money to the brigade and regimental quarter-masters, and in not giving orders for the troops to receive their pay, clothing, medicine and hospital stores, which were in readiness for them in New-Orleans, at the time of their ascending the river in September, 1809.

CHARGE VII.

Missapplication and waste of public money and supplies.
Specification 1. In that the said general Wilkinson, in May 1805, ordered the assistant military agent at Pittsburgh to pay for the transportation of his private property from Baltimore, out of the public money "and place the same to the account of public transportation for military service of 1805."

Specification 2. In having a detachment of the army at Louisville, Kentucky, in February, 1809, consisting of several companies, which detachment was descending the Ohio in transports, and in then and there detaining said detachment to take on board ten horses, the private property of said general Wilkinson, which horses were transported in public boats to New-Orleans by his order, and were paid at public expense for several months.

Specification 3. In authorising certificates to be annexed to the provision abstracts of the army contractor, to enable the contractor to receive from government the full price of good and wholesome provisions, when it was well known to the said general Wilkinson that a great portion of the provisions comprised in those abstracts, so passed in the summer and autumn of 1809, were unmerchantable and unfit for use.

To which charges and specifications general Wilkinson pleaded "Not Guilty."

Wednesday, Dec. 25th 1811.—The court being cleared, proceeded to form and deliver its definitive sentence, as follows, viz:

On the first charge, and the ten specifications attached to that charge, (after hearing all the evidence both for and against the accused, and due deliberation being had, thereon) the court is of opinion, that they are not supported, and therefore acquits brigadier general Wilkinson of all and each of them.

It is due to the nature and magnitude of this trial to state, the testimony reduced in support of the two first charges, and their several specifications, appears to be well calculated to warrant the suspicions which have long prevailed, of a corrupt connexion between said Wilkinson and the late Spanish provincial government of Louisiana, and fully to justify a legal inquiry into the grounds of them. The court, to the best of its ability, has pursued this enquiry, which has been the most laborious and perplexing, from the agreement of the government and accused, to admit, on all the charge and specifications, without discrimination, the docu-
mental testimony, collected and reported to the house of representatives by several committees of that body, as also part of the testimony given on the trial of Aaron Burr: much of which is unessential as to matter, and incorrect as to form, and inadmissable in judicial proceedings on any other principle than that above stated.

Hence the admission of testimony in support of the two first specifications to the first charge, though it is within the knowledge of some of the court, that, in 1789, (the time when it is alleged the accused received the agents of Spain large sums of money on account of a pension or stipend) said Wilkinson did not hold a commission in the army of the United States, and therefore is not amenable to a military tribunal for those alleged offences; nor do the records of this court exhibit any evidence in support of them.

In support of the other eight specifications to the first charge, the evidence arising from said document testimonies is mostly relied on; part of which has been confirmed, under oath in open court, by one of the original deposeents. Unquestionable evidence appears on the records of this court, exhibited on the part of the accused, that general Wilkinson, in the month of August, 1788, obtained of the Spanish provincial government of Louisiana, the privilege of carrying the products of Kentucky to the New-Orleans market; that the said products, thus carried or forwarded by him prior to the year 1790, as appears by the several accounts current, sold in said market; for more than eighty thousand dollars—a sum of greater magnitude than is alleged, in the specifications to the first charge, to have been received by said Wilkinson on account of his pension or stipend; that during the year 1790, the shipments of said Wilkinson, to a very considerable amount, appear to have been sold, by particular agreement, to governor Miro, who purchased them on account of the king of Spain—the proceeds of which were subsequently remitted to said Wilkinson at various times, and by means of various persons, and therefore a strong presumption results from the evidence, that the several sums embraced by the several specifications to the first charge (alleged to have been received by said Wilkinson, on account of his Spanish pension or stipend) were part of the avails due to said Wilkinson on account of the several shipments made by him during the period of his commercial transactions at New-Orleans.

The preceding grounds are grounded on proofs, both direct and collateral; from the whole of which a violent presumtion arises, that the connexion, formerly subsisting between general Wilkinson and the late Spanish provincial government of Louisiana, was exclusively of a commercial nature, which was maintained on the part of said Wilkinson, by such means as his policy and interest suggested to ensure success, though tending to excite jealousies and unfavourable suspicions of his views; that said Wilkinson made no shipments, subsequent to the year 1790, and that the avails of said shipments were occasionally remitted to him till the year 1796, when the account between general Wilkinson and governor Miro was finally closed, and balanced by their respective agents—after which there is no evidence of the receipt of money by him from said Spanish provincial government, or any of its agents, except in one instance, by his own voluntary confession, and not on account of former mercantile contracts.

On the second charge, and the five specifications attached to that charge, (after hearing all evidence, both for and against the accused, and due deliberation having been had thereon) the court is of opinion, that said charge and specifications are not supported, and therefore said brigadier-general James Wilkinson of all and each of them.

The evidence adduced in support of said charge and specifications, appears in a great measure, to grow out of the private correspondence between general Wilkinson with the Spanish officers and agents, the statement of one witness, and the oral testimony, deposition and narrative of another.

It appears evident to the court, that, in 1795, a considerable sum of money was due to general Wilkinson from the Spanish government at New-Orleans, on account of his commercial transactions. This circumstance is deemed sufficient to account for such parts of said correspondence as has been proved, which was apparently intended to preserve the friendship of the officers and agents of the Spanish power; to magnify the importance of general Wilkinson in their view; to secure his property then under their control at New-Orleans; and to facilitate its remittance from that place.

There is no proof before the court, that the letter said to be in cypher, bearing date the 22d of September, 1796, was actually written by general Wilkinson, and forwarded by him to governor Gayoso, as said letter imports: On the contrary, the only witness who has testified to this point, does not pretend to the least knowledge of the facts, and all he pretends to know is, that said letter was put into his hands by said Gayoso, who certified it to be a deciphered copy of one written by general Wilkinson, addressed to himself.

Strong doubts are entertained by the court, whether general Wilkinson ever directed the emissary, mentioned in said specifications, to lay before the baron de Carondelet and governor Gayoso, the verbal observations alluded to in the first specification, because the court has no other proof than the testimony of said emissary, whose general character, as to truth and veracity, has been impeached by several credible witnesses, and whose conduct before the court, while under the obligations of an oath, was such as to render his allegations suspicious—because his testimony, in general, appears to have been given under the dominion of strong prejudices, if not malice—because the testimony of said emissary, so far as it is applicable to the facts in issue, is contrary to the most solemn assurances, both written and verbal, previously made, and uttered by himself and more persons, even so recent as 1807—and because said testimony appears to have been voluntarily offered, after a lapse of many years; which in any case ought to be admitted with some caution, and much more so, from the character of the witness and emissary in question.

The court is of opinion that the instructions to said emissary, alleged to be in the hand-writing of the late Philip Nolan (if any such were ever authorised by general Wilkinson) were mostly intended to accomplish an object by no means criminal, which grew out of the dispute at that time unfortunately subsisting between him and the late general Wayne.

The records of this court will shew that the witness first alluded to, by two letters addressed to said emissary just before he exhibited his statement under oath, in January, 1808, and in contemplation of that statement, manifested such a decided hostility to said Wilkinson, as apparently to meditate his ruin without regard to the means. The mo
tives of that statement, as fully explained in said letters, are sufficient to shake his credibility as an impartial witness; and considering that his character as to truth and veracity is likewise impeached, the statement just mentioned, which is in evidence before the court, cannot be received as veracious, especially as it is not supported by proofs of a more credible nature. This statement, likewise, appears in some measure repugnant to the sentiments of the same witness, as expressed nearly ten years before in a memoir, on the trade of Louisiana, and deposited in the office of state.

If, in 1795 and 1796, the said emissary, as is alleged by him, visited said Wilkinson with the view of promoting a separation of the union; and if, as he intimates, said Wilkinson disclosed to him the whole scheme or project of dismemberment, it does not appear to the court that said Wilkinson took any measure to aid such separation; on the contrary, a strong presumption exists, that if he apparently listened to propositions of this nature, it was to advance his pecuniary interest, and not to injure that of his country.

The court cannot perceive any thing in the mission of said emissary in 1797, to implicate general Wilkinson. This mission appears to have been undertaken with a view to two objects—First, the dismemberment of the western country from the Atlantic states—and, second, the covering of general Wilkinson of an official dispatch from the baron de Carondelet, relative to the detention of the posts to the north of the 31st degree, contrary to the treaty previously concluded between the United States and Spain. If said emissary disclosed to general Wilkinson the first object of his mission, it does not appear, even by his own testimony, that he favored it; on the contrary, said emissary was received coolly, and confined to the quarters of the officers: the delivery of the posts, according to treaty, was urged by said Wilkinson in conversation with him; and it likewise appears that he sent said emissary under guard to Louisiana, and at the same time instructed the officers commanding at Fort Massac, not to permit said emissary to return up the Ohio again, but to send him back in case he made the attempt. On the second object, general Wilkinson in his reply to the letter of the baron de Carondelet, urged the fulfillment of the treaty, and endeavored to remove all apprehension of Louisiana by the English of Canada.

It is sufficiently evident to the court, that general Wilkinson, during the time he had property in New Orleans, held the language of conciliation, if not that of a temporizing policy, with the officers and agents of the Spanish government, and his views appear to have been directed to the security of that property, and by no means against the tranquility of these states. But subsequent to 1796, at which time it is believed he had drawn most of his property from New Orleans, and provision was made for the free navigation of the Mississippi, he seems to have changed his language. If said emissary is to be credited, general Wilkinson declared to him in September 1797, that he had relinquished all intercourse with the Spanish government; and at the same time intimated his determination to oppose its projects. It must be remembered that general Wilkinson was at that time at the head of the army, and that, while that station opened new and safe channels of communication with the officers and agents of Spain, and multiplied the means of dismemberment of the United States, he appears to have disregarded them, and at the moment too, when he had it in his power to favor their designs with effect. It is pertinent to remark, that if attempts were made to corrupt the patriotism and integrity of general Wilkinson, the records of this court exhibit no act of his military life, which can by the loose record of his construction be considered as the effect of such corruption. If general Wilkinson actually formed a corrupt connection with the Spanish government, the repeated applications made by him many years ago for an inquiry into his conduct, appear rather inexplicable—especially as many of the witnesses of his guilt, if he was guilty, then lived to testify on the subject.

After a full hearing of the evidence, both for and against the accused, on the third, fourth and fifth charges, and after the most mature deliberation thereon, the court is of opinion that they are not supported, and therefore acquits brigadier-general James Wilkinson of the said charges and their respective specifications.

The impressions naturally made on the minds of the citizens of these United States, by the events which gave rise to the third, fourth and fifth charges, justify a few explanatory remarks.

General Wilkinson is said to have conspired with known traitors, and on this notoriety all the legal force of these charges depend. In the eye of the law, as well as of reason and humanity, every man is presumed to be innocent till proved to be guilty; consequently there can be no known traitor, unless the proof be found by conviction of his conviction; and it is not within the knowledge of this court that any known traitor did exist in the space of time designated by these charges; no man, as it appears, having been convicted of treason.

As the accused has taken no exception to defects of matter or form, and as a full investigation is desirable on all sides, the difficulty which thus appears at the threshold of the inquiry, will be past over.

The period of time embraced by these three charges is between the commencement of March, 1805, and the end of October, 1806.

Among the last acts of that session, which terminated the vice presidency of Aaron Burr, will be found an act erecting the territory of Upper Louisiana into a government, and, soon after the close of that session, general Wilkinson was appointed its chief magistrate.

It is in evidence before this court, that the general engaged with great zeal in a scheme to cause Aaron Burr to be elected a member of congress for the state of Tennessee; and after the failure of that scheme, he gave him warm introductions to influential characters at New Orleans. It also appears in evidence, that one speculation was contemplated for uniting a double or common union of the Ohio, on the Indiana side; another for opening a commercial intercourse between the territories of Spain and Upper Louisiana and in all these schemes it is evident, that their ultimate success was essentially connected with the integrity and tranquility of the union, as well as the prospect of permanency in the general's newly acquired civil and important station; for a public commotion would have inevitably destroyed them all.

It further appears in evidence before this court, that after the failure of previous attempts to gain a seat in congress for Mr. Burr, general Wilkinson endeavored to engage the governor of Indiana, in a plan to cause him to be elected a delegate for that territory; and the manner of doing this implies an apprehension that Mr. Burr would do some despe.
On the eighth charge, and its three specifications (after hearing all the evidence, both for and against the accused, and due deliberation being had thereon) the court is of opinion, that brigadier general James Wilkinson is not guilty of said charge, nor of any of its specifications, and therefore acquits him of all and each of them.

The court deems it necessary to offer a few remarks in explanation of the above decision, especially as it regards the two first specifications to the eighth charge.

The transportation of the baggage of gen. Wilkinson by the public, appears not to be prohibited by the “act fixing the military peace establishment of the United States,” nor by the rules and articles of war. It is, therefore, presumed that his claim to transportation as equitably as that of other officers; and in this view of the subject, the order for the payment of transportation, as mentioned in the first specification, cannot be considered by the court as a military crime—more especially as the sum paid by the assistant military agent at Pittsburgh, appears to have been debited to general Wilkinson as long ago as 1805, on the books of the accountant of the department of war.

The court cannot perceive that the public sustained any injury from the short halt of the detachment on the Ohio, to take on board the horses of general Wilkinson; nor does it appear that the public sustained any injury from the transportation of said horses in public boats to New Orleans.

It does not appear, in evidence, that general Wilkinson directed said horses, on their passage down the river, to be fed at the public expense; but it does appear in evidence, that general Wilkinson saved a quantity of public corn, which was sunk in the Mississippi, on board of a public boat, in front of his quarters at New Orleans; out of which, after he caused it to be removed on shore and dried, he detained two hundred and three flour barrels full of said corn in the ear—and for which quantity he afterwards sent his receipt to colonel Russel, under whose charge said corn was transported from the Ohio to New Orleans, as will more fully appear by reference to the testimony. The court is therefore of opinion, that under all the circumstances of this case, the taking of said corn in the manner above stated, does not constitute a military offense, especially as it appears not to have been claimed or regularly drawn on account of forage.

On the whole the court thinks it proper to declare, that from a comparison of all the testimony, general Wilkinson is proved to have performed his various and complicated duties with zeal and fidelity, and merits the approbation of his country.

(Signed) P. GANSEVOORT, Brig. Gen. Test. President
(Signed) WALTER JONES, Jr. Officiating as Judge Advocate.

The court then adjourned, sine die.

I have examined and considered the foregoing proceedings of the general court martial, held at Frederick-town, for the trial of brigadier general James Wilkinson—and although I have observed in those proceedings, with regret, that there are instances in the conduct of the court, as well as of the officer on trial, which are evidently objectionable, his acquittal of the several charges, exhibited against him, is approved, and his sword is accordingly ordered to be restored.

(Signed) JAMES MADISON February, 1812.
The general court martial, of which brigadier general P. Gansevoort is president, is hereby dissolved.

By command of the Secretary of War,

A. Y. NICOLL, Adjutant and Inspector.

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