

ment acknowledge a debt, and refuse to pay interest, for money withheld from its creditor, it is as absolute a breach of faith, as it would be to refuse interest on the National Funded Debt. In regard to the protested bills, where there was an acknowledged right to draw, I can see no reason why the Government should not repair the injury, by the same rule, as is prescribed for a like injury between private individuals; which allows not only a legal rate of interest, but such sum as will cover all ordinary damages, occasioned by disappointment, loss of credit, and consequent embarrassment. It is commonly liquidated at 20 per cent.

Eighth. The claim for loss on depreciated Treasury notes.

That the true construction of the Contract is, that Government should pay in specie, or in something equivalent, is too plain to be questioned. Has it done so? No! Public exigencies compelled a departure from the terms of the Contract; and the contractor was under a necessity of receiving Treasury notes, at par; when, in truth, they were available to him at no more than 86 per cent. of par value. The public necessity is now removed, by an overflowing Treasury; and the question of morality, justice, and honor, now is, whether the Contractor shall in fact receive his stipulated reward, where he has been in no default, and has faithfully performed his contract? or, shall he lose 14 per cent. of his promised reward, because the Government was unable, at the time, to give him any thing better than Treasury notes? It seems to me, that, to doubt of the success of this claim, would be an affront to the Government of the United States.

Ninth. The claim for hides captured and destroyed on the Niagara frontier, in November, 1813.

These were hides of cattle driven by the Contractor to that frontier, to supply fresh beef rations. The 6th article of the contract stipulates that "all losses sustained by the depredations of an enemy, in articles intended to compose rations, &c. *as well as in other property necessarily used for transporting the same,*" shall be paid for by the United States.

Assuming that it was a reasonable and proper execution of the Contract, to drive the cattle *alive* to the station required; the question presented is, whether the skins were "*necessarily used in transporting the same*?" I see no ground to contend, that the hides were not the property of the Contractor; and, in every view, I am of opinion that this claim is well founded.

JONAS PLATT.

UTICA, 24th November, 1824.