

on the short and compendious plea of "*British debt*;" or by the *verdicts of juries* for the defendant, as matter of course on the same ground, either under the direction of the judge, or otherwise with a manifest view to the plaintiff's national character, and often without receiving answer or evidence. On the part of the defendant, by the plea of "*payment into the Treasury*" of the State, in *State paper*, in discharge of the debtor, under positive laws for that iniquitous purpose; or of a *tender* in payment to the British creditor or his agent, of the same *paper money* at its *nominal* value, such paper being depreciated in many instances to the extent of a thousand for one; and which dishonest tender, with refusal, had been solemnly declared under laws made for that end, to be a legal acquittance of the debt; by laws or legal practices to defeat and disappoint *executions* on former judgments for British debts; or in cases where advantage had not been taken of those *total* bars and impediments, by the arbitrary deduction in the courts on public grounds, with which the private creditor had no concern, of all *interest during the war*, amounting nearly to one-half the principal sum; or by any other form of "*lawful impediment*," within the intent and meaning of the treaties.

Having determined in any case, that any one of those lawful impediments had operated against the claimant, the next subject of investigation was the amount of the actual loss he had thereby sustained; involving the consideration, first, whether, on examining the nature and particulars of all questionable transactions (as far as this could be done) the debts claimed on were in the words of the fourth article of the treaty of peace, *bonâ fide* debts, truly contracted before the peace. Secondly, whether the lawful impediment operated as a total bar, striking at once at the creditor's remedy or means of enforcing payment over the *whole* debt, such as the plea of "*British debt*," an act of limitation, or attainder and confiscation, and the like; or affected the recovery of only part of certain debts, such as forced payments in depreciated paper, *evasive practices* against the just benefit of executions, or the deduction of interest during the war. And, Thirdly, not only how the different debts in question were constituted and secured; whether by open account, bill, note, bond, judgment, mortgage, or other real security; including all considerations, in favour of the fairness and validity of those documents and securities, on the one hand; or their probable inefficiency on the other, if *litigiously* contested in courts of law, on grounds which could not be brought within the description of lawful impediments under the treaties; but also, and more particularly, by whom those debts were due, involving the important and complicated inquiry to what extent, in each case, those debts might reasonably be considered as having been good, or due by persons who were solvent at the peace, and within such a period, subsequent to it, as would have been sufficient for the recovery of them in the ordinary and *unimpeded* course of justice; or as having, on the contrary, either become bad by the insolvency, deaths or removal of the debtors, before the lawful impediments in breach of the treaty above described could have operated; or whether they had been lost (to use the words of the treaty of 1794), "*by the wilful omissions or negligence*" of the creditors, or might yet in part or in whole be recovered.

Under none of those heads was there any thing material to the issue to distinguish the claims of the American loyalists, or any other description of individuals, from others; for although one of the many lawful impediments which occurred, viz. the bar to recovery arising from the acts of attainder and confiscation, already mentioned, was particularly applicable to a considerable number of those loyalists, yet the plea founded on those acts was not more effectual as an impediment than that of *an act of limitation*; of *British debt*, of *payment into the Treasury*, or others which operated against the British merchant; it being of no importance to the issue before the board, by what *species* of impediment, operating as a total bar to the recovery, the loss incurred by the claimant was occasioned. Nor was there any thing peculiar to the claims of any particular description of creditors, in the nature of the debts and securities claimed on; for debts and securities of every species were to be found equally in the claims of American loyalists, and of British merchants; no particular kind of debt or security being confined to the cases of any particular class of creditors.

It appears indeed, from some of the special orders of the Board, that claimants have sometimes alluded incidentally to their personal merits and services as loyalists; but on such occasions, which were very rare, they were always informed, by the board, how inapplicable such considerations were to the merits of their claims as