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Judge Platt's Opinion on the Claims of Elbert Anderson.

Mr. Anderson having submitted for my examination his contracts with the United States, bearing date the 7th day of November, 1811, and the 25th day of February, 1813, with the accompanying documents and correspondence—I have considered the questions which have arisen between him and the accounting officers of the Government : and applying the rules by which justice is administered, in the Courts of Law and Equity, my mind has been led to the following conclusions, viz.

First. The claim of Mr. Anderson, for extra expense of transporting flour and whiskey, over land, from Philadelphia, Baltimore, and Alexandria, to New-York, during the blockade of the coast in 1813.

The contractor had an undoubted right to procure his supplies from those places ; and he had an election to send them by land, or by sea, at the risque of the United States, as to capture by the enemy. Two facts, are certain : 1st. That transportation by land was more expensive than by sea ; and 2d, that the hazard of capture was imminent at sea, while that risque was merely nominal by land. It is therefore apparent, that the contractor voluntarily submitted to a certain and heavy additional expense ; whereby he saved to the United States a sum equal to a premium of insurance against capture by sea, which probably cannot be estimated at less than five times the amount now claimed by the contractor. That he acted prudently, and conferred a certain benefit on the Government, in executing that part of his contract, cannot be doubted : and his claim for indemnity, that is for the difference between the expense of transportation by land, and by sea, appears to me to be within the equity of the stipulation, that the United States should bear the loss by capture.

Second. The claim for a reasonable allowance for casks and boxes, containing the component parts of the rations.

The contract is explicitly for rations, by weight and measure ; to be "furnished" and "issued" by the Contractor : the casks and boxes were used for the convenience of the Contractor merely ; they were not indispensable to the fulfilment of his contract ; and the rations being issued the casks and boxes were the property of the Contractor. They were mere vehicles of transportation, and belonged to the Contractor as much as the carts and oxen, or boats, used in carrying them. If the contract had been for barrels of flour, beef, or pork, and hogsheads of whiskey, and boxes of soap and candles, the usage of trade would require a different construction.

I am therefore of opinion, that, for all such casks, vessels, or