

ed, "that the British
of the Bay of Fund-
States, regularly en-

requently alluded to,
posed, "that he is a
and has been so em-
twick, and that he is
otherwise called St.
western passage is the
American vessels trading
the river Scodiac—
western passage for A-
mentioned, because
than the eastern pas-
the said passage near-
house is very difficult
l, and it is the opi-
situated as afore-
the western passage
to make use of any
s, when such vessels
om the Northwest,
Northwest wind is

g nearly across the
the navigation of
t as a Branch Pilot
n, and drawing as
st, through the said
st, such wind being
e this deponent has
aid Pilots have fre-
gh the said western
wind fair—that he
nd convenient for
and the wind fair
nd convenient for
channel of the said
of water—and this
ntly to anchor in
al make, and there
western passage."

nt, says, "that the
otherwise called the
ore to the first wa-
's Point aforesaid
r-land, so called,
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illed Pope's Folly,
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t large, when the
foreign clearance,

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custom, but even
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This makes it necessary for me to inquire farther into the *legality* of the right thus claimed, and to shew the absurdities necessarily resulting from such claim.

Mr. Deleclercq testifies, "that with a view to the *ease and accommodation* of per-
sons concerned in *navigation*, he about six years ago entered into a *tacit* agreement,
"with the Officers of the British Customs at Passamaquoddy, for a *neutral line* or rather
"limits, between which vessels of both nations might *safely* lie at anchor and re-
"ceive or discharge their cargoes, which line or limits were understood to lie between
"the head-lands of Campo-Bello on the one side, and the head-lands of Dudley and
"Moose Islands on the other side." He afterwards says, "that in consequence of these ar-
"rangements, he has considered that such British vessels are in *neutral* waters, and not
"subject to tonnage or other duty." So that, had it not been for this *tacit* agreement
these British vessels would have been subject to the tonnage and light duty, amounting
together, as he testifies, to one dollar per ton. This is certainly a very extraordinary
power to be assumed by a Custom-House officer, to dispense with the Laws of his
Country.

It seems that the *tacit* agreement, arrangement, or accommodation treaty, which Mr.
Deleclercq here speaks of, in consequence of which, he was no longer to consider British
vessels in these *neutral* waters, as being subject to the American duty of one dollar per
ton, could not be carried into effect without the contrivance of the foreign clearance, by
which the British vessel was to be discharged from the payment of this duty.

The British vessel, if considered as being in *American* waters, must enter at the American
Custom-House, and pay the duty, otherwise such vessel could not be permitted to
discharge her cargo into an American vessel in these waters.

If considered as being in *British* waters, such vessel could not be permitted by the
British Custom-House to discharge her cargo into an American vessel at all.

To get over this difficulty, the American vessel arriving in these waters, is, in the first
instance considered by the American Custom-House as being *wholly* American,
and is accordingly required to enter at the American Custom-House, in the same manner
as the British vessel arriving in the same waters is in the first instance considered by the
British Custom-House as being in waters wholly British, and accordingly required to enter
at the British Custom-House.

The next step is for the American vessel without discharging any part of her cargo,
(if she happen to have a cargo on board to give in exchange for the British Plaster) and
without any alteration in her situation, after having entered from her last voyage at the
American Custom-House, to apply for and obtain as a matter of course from the same
Custom-House, a foreign clearance for *Saint Andrews*, for the same vessel.

The American vessel and the British vessel, which under this *accommodation* treaty are
respectively to load, unload and exchange their cargoes in these waters, which at this pe-
riod of the process are instantaneously *neutralized*, are at length brought into contact with
each other.

The operation of the foreign clearance is now wonderful, without any removal or al-
teration of the situation of either of the vessels in any respect, from the time of their
first arrival in these waters and entry at the Custom-Houses of their respective nations;
on a sudden, these waters to the American vessel become *foreign* and *British*; this vessel
is under clearance for *St. Andrews*, but not bound or intended for *St. Andrews*, which is con-
fessedly on all hands a British Port in the Province of New-Brunswick; but she cannot
re-enter at any Port in the United States, without evidence that the cargo of Plaster, be-
ing an article of foreign growth, which she is to take on board from the British vessel,
was actually laden on board in a foreign Port, as it would be otherwise liable to seizure
for non-payment of the tonnage and light duty. This *foreign clearance* then, to the Ame-
rican vessel, transforms these waters from American or neutral, to British, while the
same waters to the British vessel remain neutral, and farther becomes legal and satisfactory
evidence at any Port of the United States, to which the American vessel carries the
Plaster, that it was actually taken on board at *St. Andrews* in the British Province of
New-Brunswick, and in the last stage of its potent influence, intitles this American vessel
to a re-entry in such Port.

FARTHER, this foreign clearance thus made complete and legal evidence in any Port
of the United States to which the cargo shall be carried, that such cargo was actually
laden on board the Sloop in a British Province, is applied for and obtained by the
Claimant for the avowed purpose of depriving the American Revenue of the tonnage and
light duty.

MOST righteously then shall the same clearance be considered in this Court as com-
plete and legal evidence of the *same fact*, for the purpose of preventing a violation of
the British Laws with impunity.

Thus consideration destroys every idea of hardship, and all pretensions to indulgence on
the part of the Claimant in the present cause, for a more gross abuse of public docu-
ments