

*The following questions have been submitted to me for my opinion, by Elbert Anderson, Esq. late Army Contractor.*

1. Whether he is justly entitled to the customary damages on two bills drawn by him on the Secretary of War, in Oct. 1814, amounting to 200,000 dollars, and protested for non payment, inasmuch as his vouchers and account current had been previously furnished to the War Department, and he was entitled to draw?

2. Whether he be entitled to indemnity from Government for loss on depreciated Treasury notes, which, when paid to him, were \$ 22,114 below par value?

In answer to the first question, I am of opinion that Mr. Anderson is clearly entitled to the customary allowance of damages according to the law merchant, and which are part of the law of the land, upon these bills protested. "The universal practice and laws of nearly the whole civilized world has settled it as a just and equitable principle, that the interest and damages should follow a protested bill." This was the observation contained in the report of the select committee on Mr. Piatt's claims, and it was well founded in justice and in law, and I cannot hesitate to believe that the Government of the United States will at once perceive, acknowledge, and admit the obligation of these rules and usages which are prescribed to individuals in their dealings with each other.

In answer to the second question, I am of opinion that Mr. Anderson is entitled to a fair and just indemnity against the depreciation of the notes in which he was paid. The Government were bound to pay in specie. It is the principle of the Constitution that debts are to be paid in gold and silver, and if paper be substituted, it ought to be of equivalent value—nothing can be clearer or more persuasively just than this principle. If then, Mr. Anderson was paid in depreciated paper, because the Government had not, at the time, any thing better to offer, they are bound, in conscience, to make good the difference between the current value of the Treasury notes, when paid, and the par value. It would not be in my power to avail myself of better authority on this point than the letter of Mr. Monroe, of the date of July 11, 1815,