

endeavoured to be as brief as possible; because, as I disapprove altogether of these premature and argumentative Resolutions, it is proper that I should conform my practice to this sentiment, as far as the course which has been pursued will permit, for the explanation and vindication of my own opinions.

(Signed)

September 19, 1798.

S. SITGREAVES.

Mr. FITZSIMONS read a minute of his dissent, which is as follows:—

I desire to enter my dissent to the Resolution passed by the Board on the 18th inst. in this case, on the subject of interest during the war—for the following reasons:—

BECAUSE the debts which are the subject of the resolution, were payable in the then colonies now United States:—And it is admitted by the creditors, that for a considerable period there were no persons in the United States authorized to receive these debts:—

It therefore appears to me to be highly unreasonable, that a debtor should be made subject to the payment of interest on a debt, which the absence of the creditor rendered it impossible for him to discharge:—

Because, at the close of the war, when all its effects were strongly impressed upon the minds of the creditors, an abatement of interest for that period was generally allowed, and settlements to a very great amount have since been made with that allowance.

Judgments of courts, verdicts of juries, and awards of referees, have almost universally been made upon the same principle, which proves irresistibly the general opinions of its equity by people perfectly well informed of all the circumstances of the case; nor ought their opinions to be shaken by a decision given at a time when many of the circumstances which influenced them must have lost their effect.

(Signed)

THO'S. FITZSIMONS.

THE said minutes of dissent having been read, the Board *RESOLVED*, That in decid'g against an objection to the payment of interest during the war, maintained generally and without regard to the nature and import of the contract, express or implied, They do not preclude, but necessarily save all objections to the payment of interest which may arise out of the contract, or other special circumstances of the case.

*Extracted from the proceedings of the Board,*

G. EVANS, Secretary.