

some particular times and seasons. The obligations of justice are as immutable, as that Being who is the fountain of all justice, and extend to all times, places and persons.

Many and heavy are the complaints, from all quarters of the want of credit, and of the scarcity of cash. An unequal and oppressive system of law, and defective administration of justice, are not likely to restore credit and confidence (the foundation of credit,) or to introduce a greater plenty of coin. The scarcity of the latter may be partly, perhaps principally, ascribed to this very defective system of law. Can it be reasonably expected, that the monied man will lend his money at interest, when he has no assurance that he shall recover his principal by any certain limited time, however great and pressing his intermediate wants may be, and that he shall receive no compensation, after a ten years law-suit, for being so long deprived of the use of his capital? Perhaps it may be objected, that the people are so much involved in debt, that to subject them to damages in the case of dilatory appeals, would constrain them to dispose of their property on too short a credit, and consequently at a great loss, in order to satisfy their creditors. Experience, we apprehend, will justify the remark, that unreasonable delays are equally injurious to debtor and creditor. Even without appealing, the debtor might, in most instances, give at least three years credit on the sale of his property, and probably a much longer credit with the consent of his creditor, if the latter could be assured of payment at the end of the time agreed upon.

But this argument, by proving too much, proves nothing; for at the end of any given time, say six or seven years, debtors would most probably find themselves under the very same, if not greater difficulties, and it would then be argued, that the same objections to the law being still in force, its adoption would be as improper at the end, as at the commencement of the term, and thus a law, however reasonable and just in itself, might never take place, because there will always be found men, whose improvidence would subject them to the disagreeable necessity of selling their property at an under value to pay their debts.

We are inclined to think, that the facility of procrastinating payments to a long and indefinite term, is one of the principal causes of the improvidence of debtors, and the multiplication of law-suits. To this source may be traced the exorbitant importations of foreign luxuries, ruinous and gambling contracts, and the extravagance and dissipation of many. If debtors knew that they could be compelled by due course of law to pay their debts at a certain day, and that not too distant, they would not incur the expence of a law-suit, and they would seriously reflect on the extent of their engagements, and would enter into none, but with the full expectation and probable means of complying with them at the time limited by the contract, or the law.

The principles of the bill, we are satisfied, will stand the test of fair argument and a full discussion; we wish them to be thoroughly sifted. If the damages given by the bill, (subject however in every case to the discretion of the courts,) are by you deemed too heavy, the proper and parliamentary way of proceeding would have been to have proposed amendments to such parts of the bill as appeared to you exceptionable, or defective. By putting a negative on the bill, we are left to infer, that the principle, and not the provisions, are objected to; if so, your ideas of justice must be very different from ours, and that they should differ, in so plain a case, excites both our surprize and regret.

If any parts of this bill, not connected with the main subject of it, were disapproved, we apprehend it ought to have been proposed to strike them out, and we should not have adhered so tenaciously to every part of the bill, as to have lost it on a difference of opinion upon a collateral point. There is only one part of the bill, though not connected with the principal object, which we can suppose might have occasioned its rejection. We mean that part which gives the plaintiff a right to remove a cause, before trial, from the county to the general courts; we conceive this right ought to exist, and will not be abused; for a plaintiff will not remove his cause, and thereby occasion delay, unless for good reason: It sometimes happens, that a plaintiff is obliged to take a writ in the county court to prevent the defendant removing himself out of the state before recourse can be had to the clerk of the general court, and yet there may be good reasons for the plaintiff's desiring the cause should be tried in the general court. If the law respecting the jurisdiction of the county courts should be continued in all its parts, a plaintiff cannot remove a cause from the county to the general court, in any case, before trial. But though we think this part of our bill right, we would recede from it, rather than it should remain an obstacle to the passage of the other parts of the bill. Some of the foregoing observations and reasoning, may with equal propriety be applied to the bill for ascertaining what shall be recovered on protested bills of exchange.

By the first enacting clause it is provided, that in case of a bill drawn on a foreign country, and returned protested, the owner or holder thereof shall have a right to receive and recover so much current money as will purchase another good bill of the same sight, and on the same place, at the current exchange of such bills. This provision was intended to prevent litigation and injustice. Let us suppose that A. has purchased of B. a bill of exchange of £. 100 sterling, for £. 190 current money; should the bill be returned protested, B. may possibly contend, that he has a right, under the act declaring what shall be the current money of this state, to take up his bill by paying A. £. 191 13 4 currency for £. 115 sterling, the amount of the bill with damages. In this case A. would only receive £. 1 13 4 more than he gave for the bill, and B. would receive probably upwards of a year's interest on the sum of £. 190. The loss and injury A. might sustain by not making a good remittance, is not so easily calculated. His credit might be affected, or a near connection be left destitute of support in a foreign land; if the exchange should rise in the mean time, his loss and inconvenience will be still greater. The clauses of the bill