

New York Nov 1

Treasury Department

Benjamin Goodhue Esq.  
at Salem

in

Massachusetts.

A Hamilton

The above must have been  
of the year 1789 or 1790.

J. Goodhue

Nov. 27, 1841.



My dear Sir

I am duly favoured with your letter of the eighteenth instant, and receive the observations you have been so obliging as to make, not only with candor but with thanks - as a mark of your friendship and confidence.

I am far from relying so much upon my own judgment, as not to think it very possible, I may have <sup>been</sup> mistaken in both the constructions on which you remark. Indeed I see abundant room for adopting opposite ones, and did not, till after mature reflection, conclude on those which have been announced, and not then, entirely, without hesitation.

The reasoning which prevailed in my mind in each case was of this nature ---

First as to the Bounty ---

The original and express object of the allowance was by way of compensation for the duties on salt. The declared motive of the suspension was, that there was salt within the United States, on which no such duties had been paid. The Equity of the suspending clause, which is, that there ought to be no compensation where there is no consideration; ~~inexpedient~~, and the general intent of the Legislature, which was, that there should be no compensation where there had been no <sup>such</sup> consideration, were therefore both, manifestly, against the allowance of the bounty on the articles shipped between the passing of the first Act and the passing of the second. And though the letter of the suspending clause is future, yet its reason being retrospective, <sup>and</sup> the actual making of the allowance being future, <sup>also</sup> I thought it admissible so to construe.



conformity to the real justice of the case and the main design of the legislature. In a circumstance in which the equity was palpable, and the law doubtful, I thought it my duty as an executive servant of the government, not to let the public money be parted with, on a mere point of construction, till that construction should be judicially established. This resource will be open to any individual who will choose to pursue it; by an action against the collector of the Port, from which the articles were shipped.

Secondly As to the Discount for Prompt Payment.

The words "prompt payment" are in my apprehension synonymous with immediate payment or payment down. The most obvious import of the clause in question seems therefore to be this. Where the amount of the duties exceeds fifty dollars, time shall be given for payment upon proper bond & security; but if the party prefers making immediate payment, a paying the money down, he shall have <sup>an</sup> allowance of ten per cent, on all above fifty dollars, for doing it. The confining the discount to the excess illustrates the meaning of the provision and shows that payment is the first instance was contemplated; for if it had been intended, that the discount might be made at any time before the bonds became due, it would be difficult to <sup>imagine why</sup> it should not extend to the fifty dollars as well as to the excess.

I was the more inclined to this construction because I supposed the contrary one was of a nature to be rendered more beneficial to any collector who might choose to avail himself of it, than to the Public. And in general I doubt much that it is the interest of the public to make just a discount; (as they now borrow at less in its operation than 6 per cent. on what account I felt no inclination to extend the discount.



the law as to arrest this allowance, in that sense, future; in conformity to the real justice of the case and the main design of the legislature. In a circumstance in which the equity was palpable, and the law doubtful, I thought it my duty as an executive servant of the government, not to let the public money be parted with, on a mere point of construction, till that construction should be judicially established. This resource will be open to any individual who will choose to pursue it; by an action against the collector of the Port, from which the articles were shipped.

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Thus have I, my dear Sir, freely explained to you  
the motives by which I have been governed in the instances  
in question. And I shall be happy that they may  
appear to you satisfactory. I am sure at least  
that you will view the intention favourably. And I  
beg you to be assured of the friendship and esteem,  
with which I am  
D. W.

Your Obedient Serv<sup>t</sup>

A Hamilton

New York October 29. 1709

Benjamin Goodhue Esquire  
Salem