how that provision in anywise extends the scope of the power of the Tribunal." Her Majesty's Government cannot perceive it either.

By both Articles VII and X, the Arbitrators are to determine the extent of the liability of Great Britain as to each vessel, *i.e.*, as to each cruizer separately. Throughout, the claims are strictly connected with the acts of the cruizers. Mr. Fish acknowledges that, if the claims are considered in detail, the indirect losses cannot be taken into account; and yet, as he states, they have been "presented at Geneva, not as claims for which a specific demand was made, but as losses and injuries consequent upon the acts complained of, and necessarily to be taken into equitable consideration on a final settlement and adjudication of all the differences submitted to the Tribunal."

I have already pointed out that "claims" and not "differences" have been submitted; and Mr. Fish's contention would amount to this, that, in awarding damages for a specific want of due diligence in regard to a particular vessel, the Arbitrators should take into consideration a variety of grievances not necessarily connected with that vessel, and which could not be made matters for a claim if examined in detail, and award a gross sum not proportioned to the want of diligence or to the injury thereby occasioned, but swelled by the amount of all the injuries and losses of which the United States may have complained in all the correspondence of which the history of the cruizers forms part.

That is to say, that the Arbitrators should give judgment in one matter and inflict a penalty for another matter. A principle so contrary to the ordinary practice of jurisprudence could not have been presumed by the British High Commissioners, or by Her Majesty's Government, to have been intended to be introduced, unless the intention was explained to them; but, from first to last, no mention of indirect losses was made in connection with the payment of a gross sum.

If the American High Commissioners desired that the alternative of the award of a gross sum should cover the claims for indirect losses, why were they not more explicit? and why did they not require some provision to be made in the Treaty to explain this for the guidance of the Arbitrators?

Mr. Fish says that "the claims for indirect losses were presented to the British Commissioners as solemnly and *with more definiteness of specification* than were presented by them to the American Commissioners the claims for alleged injuries which the people of Canada were said to have suffered from what was known as the Fenian raids."

But the indirect losses were never "presented" as "claims," and are even now said not to be "presented as claims" for which a specific demand is made; while the Fenian raid "claims" were proposed for consideration on the 4th of March; again "brought before" the High Commission on the 26th of April, when the British negotiators said that "they were instructed to present these claims," and it was not until the 3rd of May that they said that "they would not urge further that the settlement of these claims should be included in the present Treaty, and that they had the less difficulty in doing so, as a portion of the claims were of a constructive and inferential character."

Thus while the American indirect losses were only mentioned once, and then as it were incidentally, the Fenian raid claims were repeatedly and formally presented, and when their withdrawal from the negotiation was agreed to at its close, it was with a remark which could have had no just bearing, had not it been believed that all constructive and consequential claims had been withdrawn and excluded on the American side also.

Mr. Fish expresses doubts as to the point raised in my letter of the 20th of March, that the Washington Claims Commissioners have, and the Arbitrators have not, power to decide upon the extent of their own jurisdiction, and that no words similar to those conferring that power are to be found in the Articles relating to the Geneva Arbitration.

It will be seen, on comparing the Treaty of Washington with the Claims Convention between Great Britain and the United States of the 8th of February, 1853, that the words which I had quoted from the XIVth Article of the former are identical with the words used in the IIIrd Article of the latter, under which the Claims Commissioners were empowered to give, and did undoubtedly give, decisions as to the extent of their jurisdiction; as, for instance, in the claims for Texas bonds of James Holford's executors, and Philip Dawson, and for Florida bonds of Heneage W. Dering, and in other cases.—(See Senate Executive Documents, No. 103, 34th Congress, 1st Session, pp. 63, 64.)

The Articles engaging to consider the results of the proceedings of the Tribunal, and of the Claims Commission respectively, as final settlements, Articles XI and XVII, are also adopted from the Convention of 1853, Article V; and had it been desired to give the same powers of jurisdiction to the Arbitrators as to the Commissioners, a clause similar to that in the XIVth Article would have been inserted to express it.

In the absence of such a clause the jurisdiction of the Arbitrators remains restricted to the particular claims "known as 'Alabama claims,'" submitted to them in Article I.

Her Majesty's Government cannot admit that a power, which, when it is designed to be given to the Claims Commissioners in one part of the Treaty, is given in express words, can be inferentially assumed to be given in another part of the Treaty to the Arbitrators, by assigning a broad signification to the term "question" in the IInd Article.

The questions which the Arbitrators are to examine and decide, are obviously all questions that may be laid before them by the respective Governments, in preferring and refuting the particular claims on which their judgment is requested, and the Article must be read in connection with the succeeding Articles III, IV, and V, providing how the Cases, Counter-Cases, evidence, and arguments are to be brought before them.

Mr. Fish cannot mean that the Arbitrators may decide "any questions" not coming within the terms of the reference to the Tribunal. If that were to be the case, Her Majesty's Government might bring forward as a set-off against the "Alabama claims" the questions of the injury done to British trade by the blockade, or the Fenian raids, or possibly other questions. In short, a scope would be given to the Arbitration which the United States' Government could not have contemplated, and would probably be unwilling to admit.

Mr. Fish states that "the United States calmly submitted to the Commission the decision of its jurisdiction" over the Cotton Loan claims; but this statement does not appear to be at all borne out by the "Argument for the United States on motion to dismiss" these claims.

The United States' agent moved for the dismissal of the claim, as not being included under