

the treaty, and plainly notified that the United States refused to permit it to be considered as included; his argument being that there was a constitutional provision which prevented the payment of such claims, that this was known to the American Commissioners when negotiating the Treaty, to the American Government when accepting it, and to the Senate when ratifying it, and that it was impossible for the United States to pay or to consider the question of paying the claims.

"It must be borne in mind," he said, "that at the time of this correspondence, as well as at the time of the conclusion and ratification of the Treaty, the Constitution of the United States contained an express prohibition of the assumption or payment of these debts by the United States or by any State. That every officer of the United States, executive, legislative, and judicial,

was thus bound by the supreme law of the land and by his oath of office to treat as utterly null any provision of any Treaty or statute in contravention of that constitutional prohibition, under penalty of impeachment or its equivalent."

The agent concluded by asking "the dismissal of the claim on the ground specified in his motion."

In short, he positively declared that no award unfavourable to the United States would, or could, have been accepted and paid.

There are several other statements made by Mr. Fish which are open to reply, but I have considered it sufficient, for the purposes of this despatch, to confine my comments to those which bear more immediately on the negotiation and interpretation of the Treaty.

I am, &c.

(Signed) GRANVILLE