clearly shown his intention, with respect to anything, we ought to give the same sense to what he has elsewhere said obscurely on the same affair." (Art. 284.)

"(8.) Frequently, in order to abridge, people express imperfectly, and with some obscurity, what they suppose is sufficiently elucidated by the things which preceded it, or even what they propose to explain afterwards; and besides, the expressions have a force, and sometimes even an entirely different signification, according to the occasion, their connection, and their relation to other words. The connection and train of the discourse is also another source of interpretation, We ought to consider the whole discourse together, in order perfectly to conceive the sense of it, and to give to each expression, not so much the signification it may receive in itself, as that it ought to have from the thread and spirit of the discourse." (Art. 285.)

"(9.) The reason of the law, or the Treaty, that is the motive which led to the making of it, and the view there proposed, is one of the most certain means of establishing the true sense; and great attention ought to be paid it, whenever it is required to explain an obscure, equivocal, and undetermined point, either of law or of a Treaty, or to make an application of them to a particular case." (Art. 287.)

"(10.) We use the restrictive interpretation to avoid falling into an absurdity. . . . . The same method of interpretation takes place, when a case is presented, in which the law or Treaty, according to the rigour of the terms, leads to something unlawful. This exception must then be made; since nobody can promise to ordain what is unlawful." (Art. 293.)

(11.) "When a case arises, in which it would be too prejudicial to any one to take a law or promise according to the rigour of the terms, a restrictive interpretation is also then used; and we except the case, agreeably to the intention of the legislature, or of him who made the promise. For the legislature requires only what is just and equitable; and in contracts no one can engage in favour of another, in such a manner as to be essentially wanting to himself. It is then presumed, with reason, that neither the legislature, nor the Contracting Powers, have intended to extend their regulation to cases of this nature; and that they themselves would have excepted them, had these cases presented themselves." (Art. 294.)

3. Applications of these principles to the interpretation of the three Rules, as to the points in controversy.

Let us apply these principles to the interpretation of the Rules of the present Treaty. The British interpretation of the latter part of the first Rule, which makes it applicable only to the prevention of the departure from British jurisdiction of vessels over which British jurisdiction had never ceased or been displaced, and whose warlike character rests only in an (as yet) unexecuted intention or purpose, is agreeable to the 5th, 6th, 8th, 9th, and 10th of the foregoing principles. The American interpretation, which would extend it to vessels coming, as public ships of war of the Confederates, into British waters, without any notice beforehand that they would be either excluded or detained, is opposed to the same principles in the most marked manner, and especially it is opposed to those numbered 6 and 10; which are, perhaps, the most cogent and undeniable of them all.

The British interpretation of the first part of the second Rule, which applies the phrase "base of naval operations" in the same sense in which it has always been used by the leading authorities on international law, and particularly by those of Great Britain and the United States, (*e.g.*, by Lord Stowell and Chancellor Kent), is in accordance with the 2nd, 3rd, and 7th of these principles; while the American interpretation, which would extend it to every combination of circumstances, which those words, in their most lax, popular, and unscientific acceptation, could possibly be made to embrace, offends against the same, and also against the 10th principle.

The British interpretation of the words "the renewal or augmentation of military supplies or arms," in the latter part of the second Rule, which applies them to augmentations of the warlike force of belligerent vessels, the same, or *ejusdem generis*, with those which were forbidden by President Washington's Rules, and by the British and American Foreign Enlistment Acts, is in harmony with the 2nd, 3rd, 5th, 7th, 8th, and 9th of the foregoing principles. The American interpretation, which would extend them to supplies of articles, such as coals, which according to the doctrine and practice of asylum and hospitality hitherto recognized and acted upon by all civilized nations (notably by Great Britain and the United States) were never yet deemed unlawful, and from the supply of which, in neutral ports, it would be highly prejudicial to two great maritime Powers, such as the two Contracting Parties, to debar themselves in case of their being engaged in war, in the present days of steam navigation, offends against the same principles, and also against that numbered 11.

4. Influence on the construction, of the retrospective terms of the agreement.

The force of these objections to the American interpretation of the three Rules is greatly increased, when it is borne in mind, first, that Great Britain agreed to their being retrospectively applied to the decision of "the questions between the two countries arising out of the claims mentioned in Article I" of the Treaty, those being the claims "growing out of acts committed by the several vessels which had given rise to the claims generically known as the Alabama Claims."

Down to the date of the Treaty no claim had ever been made against Great Britain, on the specific ground of supplies of coal to Confederate vessels; every claim for captures, of which any intelligible notice had been given, was in respect of captures by ships, said to