have been equipped and fitted out in British ports, or to have received their armaments by means directly supplied from Great Britain. The British Government, therefore, was warranted in believing, as it did believe, that the controversy between itself and the Government of the United States was confined to claims growing out of acts committed by ships of this description only; and, in agreeing to the terms of the Rule, it could not be supposed to have had any claims in view which were grounded only on supplies of coal to Confederate vessels. A retrospective engagement of this sort cannot, without a complete departure from all the principles of justice, be enlarged by any uncertain or unnecessary implication.

5. The admitted intention of both the parties as to the Second Rule.

The United States have expressly declared, in their Case, that they consider *all* the Rules—of course, therefore, the second—to be coincident with, and not to exceed, the previously known rules of international law. Great Britain, though taking a different view of the other Rules, has also expressly declared, in her Counter-Case, that she too regards the second Rule as in no way enlarging the previously known prohibitions of international law, on the subject to which it relates. The practice of the United States, by habitually receiving supplies of coal in British ports during the war, was in accordance with the views of international law, applicable to this subject, which had been previously announced and acted upon by all the highest political and judicial authorities of that country. Thus it is made quite apparent that the construction now sought to be placed by the United States upon this second Rule, is at variance with the real intention and meaning of both the Contracting Parties; and therefore with the 1st and 4th of the principles extracted from Vattel, as well as with the others already specified.

6. Influence upon the construction, of the agreement to propose the Three Rules for general adoption to other maritime nations.

But further: not only did Great Britain consent to the retrospective application of those Rules, upon the footing formerly explained, to the determination of what she understood as "the claims generically known as the Alabama Claims," growing out of acts committed by particular vessels which had historically given rise to that designation,—and of no other kind of claims;—not only did the two Contracting Parties "agree to observe these Rules as between themselves in future;"—but they also agreed to "bring them to the knowledge of other maritime Powers, and to invite them to accede to them."

They did not attempt to make a general code of all the rules of international law connected with the subject: they were not careful, and did not attempt, to express the explanation or qualifications of any expressions used in these particular Rules, which a sound acquaintance with the rules and usages of international law would supply. Rules of this nature, which could rationally be supposed proper to be proposed for general acceptance to all the maritime Powers of the civilized world, must evidently have been meant to be interpreted in a simple and reasonable sense, conformable to, and not largely transcending, the views of international maritime law and policy which would be likely to commend themselves to the general interests and intelligence of that portion of mankind. They must have been meant to be definitely, candidly, and fairly interpreted; not to be strained to every unforeseen and novel consequence, which perverse latitude of construction might be capable of deducing from the generality of their expressions. They must have been understood by their framers, and intended to be understood by other States, as assuring the continuance, and involving in their true interpretation the recognition of all those principles, rules, and practical distinctions, established by international law and usage, a departure from which was not required by the natural and necessary meaning of the words in which they were expressed; they cannot have been meant to involve large and important changes, upon subjects not expressly mentioned or adverted to by mere implication; nor to lay a series of traps and pitfalls, in future contingences and cases, for all nations which might accede to them. Great Britain certainly, for her own part, agreed to them, in the full belief that the Tribunal of Arbitration, before which these claims would come, might be relied upon to reject every strained application of their phraseology, which could wrest them to purposes not clearly within the contemplation of both the Contracting Parties, and calculated to make them rather a danger to be avoided than a a light to be followed by other nations.

ROUNDELL PALMER.