

They had entered at the Customs for trade, as they had usually done, and had apparently defrauded the revenue of Newfoundland.

Their sworn statements of cargo in their claims are far larger than their sworn entries for duties, as example, schooner "Izaak Rich" (p. 92 in President's Message) claims for cargo 1,030 dollars, and enters at the Custom House (*see Returns*) in ballast, and makes oath that he has no cargo. All the other entries are of a like character, and some of them will be noticed further on.

There is not the slightest evidence that any one of these vessels was interfered with by the mob. They were, in fact, the very good customers of Newfoundlanders were there any herrings to be caught.

They were not in any sense fishermen following their avocation, nor were they exercising any of the rights conferred on them by the Treaty of Washington. They went to Fortune Bay for the purposes of trade and for no other purpose; consequently had any wrong been done them it must have been in violation of the comity of nations, and could not have been an infraction of the Treaty, which confers fishing privileges only. If we did a wrong to the others in contravention of the Treaty, we are not bound to these traders for that wrong. If we hindered them from trading on a Sunday we had a right to do so because it is contrary to our laws.

For these reasons, and because I have shown that the utmost quantity of herrings at the disposal of the owners of seines would have been 1,100 barrels, that if these 14 vessels had been on a fishing voyage the loss of that quantity, divided among them, would have been so small that it could not have materially affected the results of the voyage, and because I have proposed to pay the owners of seines for the value of their herrings, I am of opinion that these 14 vessels have no claim.

Although these claims are not allowed, it will be interesting to examine a few of them for the purpose of showing their exaggerated character. Most of them have avoided details such as will enable me to thoroughly analyze them, but I shall begin with the schooner—

"BUNKER HILL" (p. 51).

Account stated—

	Dol.	c.
Expenses, cargo for trade, &c.	-	3,179 80
Sale of 911 barrels herrings, at 2 dollars	-	1,962 00
		<hr/> 1,217 80

The cargo of this vessel had been sold for 3 dollars per barrel, but on account of delay brought 2 dollars per barrel, leaving a loss of	-	981 00
Full cargo would have been 1,300 barrels, but, on account of disturbance, did not obtain but 981 barrels, leaving a deficiency of 319 barrels, which would have cost 478 dol. 50 c., were sold for 957 dollars, leaving a loss of	-	478 50
		<hr/> 2,677 30
Total	-	

(Signed) WALEN AND ALLAN.

The account of loss correctly stated should be—

	Dol.	c.
981 barrels less than contract, at 1 dollar	-	981 00
319 barrels, profit on	-	478 50
		<hr/> 1,459 50

And their account with full cargo of 1,300 barrels, as per contract, would show as follows:—

	Dol.	c.
Outfits, cargo, &c., as per statement	-	3,179 50
Credit—		
1,300 barrels herrings, at contract price, 3 dollars	-	3,900 00
		<hr/> 720 50

Profit of voyage, instead of 2,677 dols. 50 c., as per claim.