of damages (interest?) from the time when the indemnity was due. In that case Mr. Wirt holds that, according to the usage of nations, interest is due on international transactions.

"In like manner Sir John Nicholl, British Commissioner in the adjustment of damages between the United States and Great Britain under the Jay Treaty, awards interest, and says:

"To reimburse to claimants the original cost of their property, and all the expenses they have actually incurred, together with interest on the whole amount, would, I think, be a just and adequate compensation. This, I believe, is the measure of compensation usually made by all belligerent nations for losses, costs, and damages occasioned by illegal capture."

The argument at Geneva, p. 220.

The arbitrators at Geneva, on the reasoning quoted above, decided "that it was just and reasonable that interest should be allowed at a reasonable rate."

In the opinion of United States Attorney General Wirt, referred to in the above extracted argument, the following language is used:—

"First, is interest a part of the indemnity awarded by the Empe "

An little further down on the same page.—

"After the most deliberate consideration of all the arguments which have been urged pro and con, I am clearly of the opinion that interest at least is a necessary part of the indemnity awarded by the Emperor."

Opinions of Attorney General, Vol. 2, p. 29.

In the case of Ekins vs. East India Company, it was decided that interest should be allowed for a ship's cargo taken by the defendant; and this being done in the Indies, Indian interest was allowed (about 12 per cent.), deducting the charge of return from the Indies.

It was objected:

1. That the value of the ship and cargo being uncertain, it could not, in the nature of it, carry interest, but from the time it was ascertained by the jury.

Peere William's Reports, Vol. 1, pages 395-6.