and to dry and cure the fish so taken on certain "coasts," into an affirmative contract against "commercial intercourse," which is secured by treaty to all the inhabitants of the two countries, is not only unwarranted by the terms of the Article, but is a breach of comity, and an act unfriendly and vexatious, which justifies reprisal.

If I have correctly stated the material points or issues between the parties in this international dispute, I may be permitted, I hope, as a Canadian citizen, to express my belief that the contention of our neighbors as to the true meaning and scope of the fishery article of the convention of 1818, cannot be honestly denied. 1st. Because the *words* import that the subject-matter is the settlement of "differences" respecting the liberty claimed "to take, dry, and cure *fish*." The preamble, which our champions seldom quote, expressly limits the article to this *one* subject. Courts and lawyers, since the time of Coke, have regarded the preamble of a statute as "the key" to its meaning. (Coke, 4th inst., 330.) In our days preamble are not much used in statutes, but they are still deemed essential in treaties and conventions. (*See* the Treaty of Washington, 1871.) 2nd. Because it is a well settled rule with jurists and legal tribunals that words are to be understood according to the subject of them. The rule was thus expressed by the civilians: *Verba generalia restringuntur ad habilitatem rei vel aptitudinem personæ*. (General words must be restricted to the nature of the subject-matter or the aptitude of the person.) Bacon, Max. Reg. 10. 3rd. Because distinguished writers on international law (acknowledged as authorities in this department of jurisprudence by the learned of both nations) inform us that: "Treaties of every "kind when made by competent authority are as obligatory "upon nations as private contracts are binding on individuals, "and they are to receive a *fair and liberal interpretation*, and "to be kept with the most scrupulous good faith. Their "meaning is to be ascertained by the same rules of construc-"tion and course of reasoning which we apply to the inter-"pretation of private contracts." (Kent's International Law, edited by Dr. Adby, late regius professor of laws in the University of Cambridge, 1877. p. 391.)

Another passage may be quoted as bearing upon the recent action of Congress: "If a treaty should in fact be vio-"lated by one of the contracting parties, either by proceed-"ings incompatible with the particular nature of the treaty, or "by an intentional breach of any of its articles, it rests alone "with the injured party to pronounce it broken" (pp. 391, 392).

Dr. Lieber, a very high authority on the rules of interpretation and construction, declares that "the more the text par-"takes of the nature of a compact or solemn agreement the "closer ought to be its construction," and that "words are "always understood as having regard to the subject matter." (Legal and Political Hermeneutics, Prof. Hammond's edition, 1880, pp. 136, 159.)

The rule of *close construction* was applied in a famous controversy between the same parties as to the "true construction and meaning" of Article I of the Treaty of Ghent, respecting the "carrying away" of slaves by British ships at the close of the war of 1812. Having been referred to the