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COTTON NEVER CLASSED BY U.S. AS CONTRABAND

Seized by Govt. During Civil War as Enemy "Supplies."—Bayward So Said to Spain's Envoy.

Washington, Aug. 1.—The United States did not declare cotton contraband during the Civil War. An emphatic statement to this effect was made by an official of the State Department to-day in discussing the agitation in Britain for placing the staple on the contraband list.

This official pointed to a note written by Thomas F. Bayward to Mr. de Muruaga, the Spanish Minister here, in 1886, in which the reasons for the seizure of all cotton by the Union army and navy were clearly defined, the most important of which was that cotton was practically used as money by the Confederacy, in that it was paid for in arms and ammunition by the countries to which it was sent.

Mr. Bayward's note was in reply to the Spanish Minister's request for payment for cotton, valued at approximately \$700,000, and owned by Spanish subjects, which had been seized by the Union forces. In part, it was as follows:

"The case appears to be a simple one of a private contract for commercial profit and mutual advantage between the claimants and the Southern Confederacy, which, at the time the bargain was made, was a recognized belligerent, and was considered by the claimants a responsible contracting party. It was also at that time perfectly well known to the claimants that the Confederate government, with which they made this voluntary contract, was then in a state of open rebellion and war against the government of the United States. The claimants also knew that the commodity contracted for was at that time being made use of by the Confederacy in carrying out the war, both by accumulating it in large quantities for sale, when it could be passed through the lines, and by destroying it when in danger of being seized by the United States troops, in this way aiding a cotton famine in foreign countries, so as to stimulate and secure recognition of the Confederacy as a separate member of the family of nations.

Classed as War Supply.
"Cotton was useful as collateral security for loans negotiated abroad by the Confederate States government, or, as in the present case, was sold by it for such to meet current expenses or purchase arms and munitions of war. Its use for such purposes was publicly proclaimed by the Confederacy and its sale interdicted except under regulations established by, or contract with, the Confederate government. Cotton was thus officially classed among war supplies, and, as such, was liable to be destroyed when found by the Federal troops or turned to any use which the exigencies of war might dictate.

"The military importance of cotton to the Confederacy is shown by the fact that as early as February, 1861, an act passed by the provisional government of the Confederate States 'to raise money for the support of the government and to provide for the defence of the Confederate States of America' levied a duty on all cotton in the raw state exported from the Confederate States; and in May of the same year an act was passed prohibiting the export of cotton from the Confederate States except through the ports of said States.

"In the same year (1864) in which the claimants made their contract the Confederate War Department officially recognized cotton as being one of the chief munitions of war by advising that large amounts of Confederate bonds should be issued for the separate use of that department in purchasing cotton and steamers with which to obtain military supplies from abroad.

"Cotton, in fact, was to the Confederacy as much munitions of war as powder and ball, for it furnished the chief means of obtaining those indispensable of warfare. In international law there could be no question as to the right of the Federal commanders to seize it as contraband of war, whether they found it on rebel territory or intercepted it on the way to the parties who were to furnish in return material aid in the form of the sinews of war—arms or general supplies.

"The fact that the claimants were aliens, living in another country, and acting only through agents in the Confederate States, does not alter the case or entitle them to damage for seizures by the United States. This argument in analogous cases has been frequently used by Spain toward American claimants, alien ownership not being in the Spanish dominions, or in any other part of the civilized world, a ground on which confiscation of contraband of war could be avoided.

"The argument of the claimants that hostilities had ceased when the seizure took place is not valid, as the war between the Confederacy and the United States was flagrant at the time the contract was made by the claimants with the Confederate States. The war, under the decision of the Supreme Court of the United States, did not terminate until the 20th of August, 1866.

"This department, in its instructions to our Ministers at those courts which recognized the Southern insurgents as belligerents, has maintained that those nations, after such recognition, must be content to have their subjects who were domiciled as merchants in belligerent territory considered as belligerents, and the same argument would embrace all aliens residing in the enemy's country for business purposes, or represented by agents there.

"It has likewise been held by the Supreme Court of the United States in one case, where the property of a non-combatant was destroyed, that property left by its owner in the country of a belligerent is subject to the chances of war and to confiscation by the other belligerent.

"A similar rule was enforced in the case of the losses of British subjects through the Dutch bombardment of Antwerp in 1830, and was assented to by Great Britain and all the other Powers whose citizens suffered loss. The same was the case with the property of American citizens in Naples in 1807, and likewise in the case of losses incurred by foreigners by our bombardment of Greytown in 1853, France and Great Britain acquiescing."

Corrected "Contraband Phrase.
While Mr. Bayward used the phrase, "contraband of war," he corrected it in a subsequent communication. In discussing this reference John Bassett Moore says:

"The question at issue was the rightfulness of the alleged seizure on land, by military forces of the United States, of a quantity of cotton to which the claimants asserted titled under a contract with the Confederate Government, which then controlled the supply of cotton and used it as its chief resource for the purchase of arms and munitions and the payment of current expenses. Under these circumstances it was held by the American courts, as well as by the military authorities, that cotton within the Confederate territory and control was a legitimate subject of capture.

"In referring to this fact, Mr. Bayward, in his note to Mr. Muruaga of June 28, 1886, said that there was no doubt that cotton might, under the circumstances described, be seized as 'contraband of war,' using the term perhaps unadvisedly, and, at any rate, in an untechnical sense, just as it was applied by General Butler to captured slaves. Mr. Bayward's use of the term, however, gave to Mr. Muruaga an opportunity to point out, as he did in a note of August 13, 1886, that the United States did not during the Civil War treat cotton as contraband of war, and that the acceptance of such a proposition would imply an extension of the recognized lists of contraband articles. Mr. Bayward, replying on December 3, 1886, says:

"You mistake the position of the United States when you suppose that it is proposed by us formally to insert cotton on the list of articles contraband of war. The seizure by the government of the United States in 1865 is not to be narrowed to a question of contraband. The distinctions as to contraband have grown up from seizures of neutral vessels at sea; when the presumption arising from the ordinary inviolability of a neutral vessel has to be overcome before the seizure can be sustained. Here the seizure was not on board a neutral vessel, or on neutral territory invaded on ground of necessity, but on soil over which the United States had rights of sovereignty, not merely by constitutional title, but by the law of nations and by law of war.

"It is not needful, nor do I, therefore, say whether cotton purchased in the Confederacy during the war would be liable to seizure as contraband if found on a neutral ship. I propose to strictly construe belligerent rights on the high seas; but the cotton which is the subject of the present claim, placed as it was by its owners, the present claimants, under what you properly state to be the 'strict surveillance' of the Confederate authorities, was, to the eye of the United States government when it sought to reclaim the region where such cotton was stored, as much the proper subject of belligerent seizure as would have been a park of artillery."

Germans To Use The Soja Beans

Berlin.—(Correspondence of the Associated Press.)—Protracted experiments with the Japanese "soy" or "soja" bean, out of which, among other things, Worcestershire sauce is made, are being conducted with a view to determining whether this vegetable, which can be and is raised in Germany, cannot be used in the many prison camps.

A propaganda for and against this variety of bean has been conducted for years by hygiene food experts and botanists. It is the contention of its sponsors that it can easily be used as a complement to Germany's other foods, and that from it can be made food that will appeal to the European taste.

In the Far East the soja bean already is in great demand, both for human and animal food products and also for the oil it contains. Next to rice it forms one of the principal articles of the food supply in some Eastern countries, especially when combined with cereals and salt. It also plays an important part in sauces and spices. The milk from this bean approximates ordinary milk in nutritive value, and cheese can be made from it.

When combined with 30 or 40 per cent white flour, the meal of the soja bean lends itself to a tasty and nourishing bread which has been found to be especially good for diabetics because of the high percentage of albumen and fat contained. The roasted soja beans also make a good substitute for coffee. The soja plant forms a good fodder for cattle.

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