

Commercial Company will be able to come in and obtain cheap vessels and outfits for the prosecution of that industry which they have managed to lock up against those who were the first to develop it and to demonstrate its possibilities. Captain Warren's point would appear to be well taken: "The arbitrators agreed we were in a legal and legitimate business," his question being only the natural corollary, "but why should it be taken from us without payment for value received?" Doubtless there are many who will be disposed to agree with Captain Cox, although they will hardly undertake to say so, when he remarked that the decision is "not to protect the seals" while "the arbitration was merely a farce, the motive of which was to give some shadow of colour, some reason which England could advance when told of the injury, wanton and illegal, done to vessels flying her flag. She did not want to protect them, but must have an excuse for neglect." This, it may be remarked, is a most serious reflection.

The question, however, not unnaturally, arises whether or not, since the regulations submitted are outside of the questions presented to the Board, although it was intended that suggestions for the better protection of seal life in the future should be made—are binding. The principle at issue was whether or not the course of the United States was justified by international law, the proposed regulations being, it is claimed, merely suggestive of mutual action for the future, and that being the case, should be open to revision and amendment. There were five questions arbitrated upon involving matters of principle, and the correctness of the British position with regard to them was fully vindicated by the award. Not having committed any international wrong—and this was the contention of even the British Government—the Canadian sealers ought not, they say, to be compelled in spite of themselves to submit to regulations which, as even the American agent, Hon. John W. Foster, with others, has declared, are "much better than Mr. Blaine vainly offered to Lord Salisbury in 1890 as a settlement. Mr. Blaine then proposed as the seal restriction of pelagic sealing to prohibit within sixty miles of the Pribylov Islands. The present settlement is also more advantageous than the one proposed by Mr. Bayard in 1888, as he asked no protection for the seals during May and June."

There is, however, a silver lining to the cloud even should it unfortunately have burst upon us in its fullest intensity. There is the prospect, unless the Americans repudiate their obligations, of the British Columbian sealers receiving indemnity for the vessels that have been illegally seized—some of them confiscated—for the losses to which their owners have been put, on account of an unwarranted interference with them in their legitimate avocation, and for the hardships to which the crews and hunters have been subjected, because of the enforced stoppage of their lawful pursuits. Great Britain, although our sealing men are, some of them, inclined to complain of her action, has paid the bill for the injuries inflicted by reason of the sudden putting into force of the *modus vivendi*, and it is now for the United States to meet their obligations, otherwise the feeling of dissatisfaction and injury will be intensified.

But there is a strong element of dissatisfaction in the United States. Secretary of State Gresham, who occupies the position formerly filled by the

late Mr. Blaine, is among this number, his views, it is said, being shared by his colleagues. But that is not on account of the stringency of the regulations, but because they are interpreted to mean that the United States will have entailed on them the cost and worry of patrolling Behring Sea without benefit to their sealers, while Russia, Japan, and perhaps other nations reap the harvest, the regulations being binding only on Great Britain, Canada and the United States. It is claimed that as a consequence of the regulations in the close season, during May, June and July, both Great Britain and the United States will be obliged to maintain a fleet of naval vessels to police the sealing waters, and it is believed at the Navy Department that this will result in the establishment of a permanent Behring Sea squadron for duty during the three months named. The United States will also be obliged to maintain watch on the waters within the sixty-mile zone around the Pribylov islands during entire mild season from April 1st to September 1st, and it is probable this duty will be discharged by vessels of the revenue marine service. And for what object is all this? To secure a monopoly of the seal trade for an American company. The New York *Sun* thus puts the case:

The truth is that we never had the faintest grounds in international law for the claim that the Behring Sea was a *mare clausum*, or that by cession from Russia we acquired exclusive jurisdiction over the eastern part of it, or that we possessed any right of property in seals outside of the three-mile limit. The money spent on the assertion of such a bare claim has been thrown away. So far as the case made by our State department, it met with deserved and derisory collapse by the Board of Arbitration, but the protection of the fur seals, which the arbitrators deny the right of the United States to give, and for giving which we must pay damages to the owners of seized Canadian vessels, will henceforth be assured to the animals by virtue of a decree of the international tribunal. The arbitrators have taken measures to fulfil the humanitarian purpose of safeguarding seal life, which, however, was notoriously nothing but a pretext in the mouth of the Alaska Trading Company. As to claims of exclusive jurisdiction, or of special rights of property in the seal fisheries, these are treated with contempt.

It may be remarked that in the sole interest of the Alaska Commercial monopoly the American citizens and sealers have been placed in precisely the same position as the British Columbia sealers, and well may they complain. On them will be levied the cost entailed in the so-called protection of seal life, which means the maintenance of a monopoly purely and simply in the hands of a few Republican politicians. The situation is a most unsatisfactory one—unsatisfactory to the bulk of the people both in Canada and the United States; and it is not, we confess, every British Columbian who can regard it with the same equanimity as the editor of the *News-Advertiser*, who says:

The practical conclusion of the whole matter is, that whilst Canada gains in regard to all sealing things of the recent past submitted to the arbitrators' decision, the United States and their Alaskan vessels must incidentally profit largely by the results of the decision as to things future. The rea-