

With regard to the size of these vessels, it has been noted that all are of more than one hundred ton burden, the limit imposed by the Agreement. The change from wood to steel around the middle of the last century, along with other factors, contributed toward rendering this part of the Agreement obsolete. To our knowledge no objection has been taken by the Canadian Government to the presence on the Great Lakes of naval vessels of more than one hundred tons burden and there would be no inclination to question the maintenance by Canada of vessels similar to ours now operating there. It appears to have been the practice of our Navy Department for many years to station on the Great Lakes only "unclassified" vessels that have long since outlived their usefulness in terms of modern warfare and that have a draft of not more than fourteen feet. I understand that these vessels have and could have no use except to provide elementary training for naval reserves. Mr. Hull believes that it would be desirable to continue this policy, which goes beyond the objectives of the 1817 Agreement, but which is so clearly in keeping with the present temper of public opinion. He is so informing the Navy Department.

(2) *Disposition of Vessels.*—At the time the Rush-Bagot Agreement was negotiated the Great Lakes were independent inland waters with no navigable connection between them and the ocean or, in most cases, between the lakes themselves. This geographical fact was no doubt largely responsible for the provision of the Agreement which allotted one vessel to Lake Champlain, one to Lake Ontario and two to the so-called "Upper Lakes". That situation, of course, no longer exists, and Mr. Hull would not regard it as unreasonable or contrary to the spirit of the Rush-Bagot Agreement to have the naval vessels of each party move freely in the Great Lakes basin or to "maintain" them at any port or ports in the Lakes. Were the Canadian Government to act in accordance with such an interpretation, it is certain that no objection would be taken.

(3) *Functions of the Vessels.*—In his letter of January 31, last, Admiral Leahy inquired whether the firing of target practice on the Great Lakes was consistent with the provisions of the Rush-Bagot Agreement. Since the Agreement is silent with respect to the functions of the naval vessels maintained by the two parties on the Great Lakes, other than to state that the naval force of each party is to be restricted to such services as will in no respect interfere with the proper duties of the armed vessels of the other party, it is clearly within the letter as well as the spirit of the Agreement for the naval vessels of both parties to be employed in the training of naval reserves or in any other normal activity, including the firing of target practice, within their respective territorial waters. Mr. Hull is so informing the Navy Department.

(4) *Armaments.*—In Admiral Leahy's letter, the hope was expressed that the Rush-Bagot Agreement might be modified so as to permit each of our naval vessels to carry not over two 4-inch guns.

The Agreement itself provides that each of the naval vessels maintained by each Government may carry one 18-pound cannon. It is my understanding that the shell for a 3-inch gun weighs approximately fourteen pounds and the shell for a 4-inch gun approximately thirty pounds. It would therefore be within the scope of the Agreement for each of the naval vessels in question to carry one 3-inch gun. In the discussions between officers of the State and Navy Departments, however, it was brought out that since the 4-inch gun is now what is considered "standard equipment", whereas the 3-inch gun is not, the use of the former is much more desirable from the point of view of giving adequate training to our naval reserves.

After careful consideration of this problem, Mr. Hull is of the opinion that the following proposal would be in harmony with the spirit of the Rush-Bagot Agreement; namely, the placing of two 4-inch guns on each of three