

2. *In interpreting any expressions in a Treaty, regard must be had to the context and spirit of the whole Treaty.*

In affirmation of this rule, Vattel (*ibid.*, sec. 285) writes as follows:—

Vattel, l. ii. chap. 17, sec. 285.

"It frequently happens that, with a view to conciseness, people express imperfectly, and with some degree of obscurity, things which they suppose to be sufficiently elucidated by the preceding matter, or which they intend to explain in the sequel; and, moreover, words and expressions have a different force, sometimes even a quite different signification, according to the occasion, their connection and their relation to other words.

"The connection and train of the discourse is, therefore, another source of interpretation. We must consider the whole discourse together, in order perfectly to conceive the sense of it, and to give to each expression not so much the signification which it may individually admit of, as that which it ought to have from the context and spirit of the discourse. Such is the maxim of the Roman law: '*In civile est, si tota lege perspecta, una aliqua particulâ ejus propositâ, judicare vel respondere.*' Digest, l. i. tit. iii. De Legibus, leg. 21.)"

3. *The interpretation should be drawn from the connection and relation of the different parts.*

Upon this rule, Vattel (*ibid.*, sec. 286) writes as follows:—

Vattel, *ibid.*, sec. 286.

"The very connection and relation of the things in question helps also to discover and establish the true sense of the Treaty or of any other piece. The interpretation ought to be made in such a manner that all the parts may appear consonant to each other—that what follows may agree with what preceded, unless it evidently appears, by the subsequent clauses, the parties intended to make some alteration in the preceding ones. For it is to be presumed that the authors of a deed had an uniform and steady train of thinking—that they did not aim at inconsistencies and contradictions, but rather that they intended to explain one thing by another—and, in a word, that one and the same spirit reigns throughout the same production or the same Treaty."

4. *The interpretation should be suitable to the reason of the Treaty.*

In illustration of this rule, Vattel (*ibid.*, sec. 287) writes:—

Vattel, *ibid.*, sec. 287.

"The reason of the law or of the Treaty—that is to say, the motive which led to making of it and the object in contemplation at the time—is the most certain clue to lead us to the discovery of its true meaning; and great attention should be paid to the circumstance whenever there is question either of explaining an obscure, ambiguous, indeterminate passage in a law or Treaty, or of applying it to a particular case. When once we certainly know the reason which alone has determined the will of the person speaking, we ought to interpret and apply his words in a manner suitable to that reason alone; otherwise he will be made to speak and act contrary to his intention, and in opposition to his own views.

"Pursuant to this rule, a prince who on granting his daughter in marriage has promised to assist his intended son-in-law in all his wars is not bound to give him assistance if the marriage does not take place.

"But we ought to be very certain that we know the true and only reason of law, the promise, or the Treaty. In matters of this nature it is not allowable to indulge in vain and uncertain conjectures, and to suppose reasons and views, where there are none certainly known. If the piece in question is in itself obscure—if, in order to discover its meaning, we have no other resource than the investigation of the author's views or the motives of the deed, we may then have recourse to conjecture, in default of absolute certainty, adopt as the true meaning that which has the greatest degree of probability on its side. But it is a dangerous abuse to go without scruple in search of motives and uncertain views in order to wrest, restrict, or extend the meaning of a deed, which is of itself sufficiently clear and carries no absurdity on the face of it. Such a procedure is a violation of that incontestable maxim, that it is not allowable to interpret what has no need of interpretation."

It may be observed, by the way, that the motive of the High Contracting Parties to the Treaty of 1846, and the object they had in view, are explicitly stated in the Preamble of the Treaty, so that it will not be necessary for His Imperial Majesty to avail out of the words of the Treaty itself, for the purpose of ascertaining the sense of it.

5. *Treaties are to be interpreted in a favourable rather than an odious sense.*

In illustration of this rule Vattel (*ibid.*, sec. 301) writes:—

Vattel, *ibid.*, sec. 301.

"It will not be difficult to show in general what things are favourable, and what odious. In the first place, everything that tends to the common advantage in