

These herrings were taken by strand fishing, but I shall test their value by the standard of Pew and Sons' claim (*see ante*).

	Dollars.
For seines destroyed and herrings (2,000 barrels)	- - 6,700
Less value of seines	- - 1,400
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Value of 2,000 barrels	- - 5,300
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Value of 1,000 barrels at this rate	- - 2,650

This is at a very much higher rate per barrel than is credited in any of the accounts. (*See further on, schooners "Bunker Hill," "Izaak Rich," "Bonanza," "Herbert W. Rogers," and "Moses Knowlton."*)

This vessel was cleared at the Customs on the 6th February.

"WILLIAM E. McDONALD," McDONALD, Master.

(Deposition on p. 82, President's Message.)

The master of this vessel was on shore, and had not attempted to seine on the 6th January.

His seine was probably worked by a Newfoundland crew that had conscientious objections against pursuing their usual avocation on a Sunday. However this may be it is clear from his deposition that at no time during that day did he use his seine, nor is there any indication that he intended doing so. It may be fairly assumed that he was not influenced in his conduct by any action of the mob.

There can be no merits in this claim unless it is assumed that every vessel having a seine, whether she used it or not, was entitled to be paid for a catch of herrings which might possibly have been taken by fishing from the strand. If such a principle were adopted then this vessel might be set down for 1,000 barrels at 2,650 dollars, being at the same rate claimed by Pew and Sons.

It is, perhaps, unnecessary to remark that McDonald's affidavit, charging Newfoundlanders with having placed rocks on the hauling-ground where they fished themselves with a large number of seines, and thereby destroying its use for all time, for the mere purpose of injuring Americans, who are using only five or six seines, is too gross and absurd to require refutation, as is his charge that poor net fishermen had placed their gill-nets in a locality where herrings were not usually caught, and permitting them to rot in the water for the purpose of obstructing Americans.

The animus shown in this affidavit discredits his claim, and leaves an impression that it is without foundation.

This vessel cleared at the Customs on the 5th February, one month after the "outrage."

"HEREWARD," E. STAPLETON, Master.

(Deposition on pp. 84 and 85, President's Message.)

Stapleton says he employed a crew of Newfoundlanders, who set his seine in a strong tideway and utterly destroyed it. Such accidents do occasionally happen with old worn-out seines when set on a rough and rocky sea bottom. However this may have been caused it was the act of his own servants, and he should look to them for redress if they did him a wilful wrong. But it is incredible that men depending on his seine for their wages would sacrifice their own interests merely to injure their employer.

This casualty happened before the 6th January when all were working in harmony.

He confirms the testimony of others that no herrings could, because of their scarceness, be taken in seines after the 6th January, thus showing (on the assumption that we are liable) that our liability would be limited to the losses of that day. If we admitted the claim of other seine owners and pay them the value of herrings they say they might have taken he cannot make a further claim on account of any interest he may have had in them.

His owners in their exhibit (p. 48) attribute their loss to the destruction of their seines by their own hired servants.

Stapleton's statement that all the vessels had agreed to assist in loading each other, thereby competing with each other in the New York market (they not being on a joint account, but separate ventures), is most improbable. None of the seine owners mention