pressly annulled by the treaty and are sanctioned by, or reasonably deducible from, International Law.

The doctrine of International Law defining the construction of treaties of cession between nations, was considered by the Supreme Court of the United States, when Chief Justice Marshall and Mr. Justice Story were among its members; and it was held that even where the expressions used in any such treaty were capable of two constructions, the construction which was most favourable to the ceding nation, should govern; and it was further held that public grants were to be construed strictly, and in favour of the sovereign power, and to be held to convey nothing by implication to the grantee; and that, in all cases a King's grant should never be construed to deprive him of a greater source of revenue than he intended to grant, nor be deemed to be prejudicial to the Commonwealth.[1] And British law concurs as to home rights, that if the Crown's grant, when reasonably construed, would be injurious to the vested interests of other subjects, the grant should be restrained according to circumstances.[2]

International Law summarises the doctrine thus: "Whenever or in so far as a State does not contract itself out of its fundamental sovereign rights by express language, a treaty must be construed so as to give effect to these rights. Thus, for example no treaty can be taken to restrict, by implication, the rights of sovereignty, or property, or self preservation."[3]

The earliest British treaty-concession in the nature of Servitudes Voluntariæ, will be found in the fishery article (13) of the Treaty of Utrecht of 1713, between Great Britain and France, by which Great Britain "allowed" fishery privileges to French fishermen on certain coasts of Newfoundland, afterwards changed to other coasts by the treaty of 1783.

By the Anglo-French Treaty of 1904, which forms the basis

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[1] *United States* v. *Arredondo*, 7 Peters (U.S.) 691.

[2] *Rex* v. *Butler*, 3 Levinz, 220.

[3] Hall's International Law (5th ed.), p. 339.