

continually—*c. g.*, "The next base in order of examination is the zone or belt proper, and which may consist," &c. The correction of these and similar not very important errors will much improve Captain Stone's work, for the next number of which we shall look with much pleasure.—*Volunteer Service Gazette.*

OPINIONS OF THE PRESS ON THE GENEVA ARBITRATION.

The resume of a few salient points regarding the "Washington Treaty and the Geneva Conference" (terms much in vogue at present) will, we are sure, not be unacceptable to the general reader, who is not supposed to bear in mind from year to year, or even from month to month, all the *data* bearing upon a question, even though it may be of great importance. What follows will assist in a thorough understanding of the intermediate position up to the time of the "hitch" which has occurred through the indirect claims demand.

The text of the Treaty of Washington was dated the 6th of May. It was the result of some two months' deliberation by men supposed to be conversant with the points of difference under discussion. The treaty first takes up the so-called Alabama claims and assigns their consideration to a session of arbitrators at Geneva with power to decide for a gross sum in satisfaction of claims should they so determine to award a block sum. Failing this boards of assessors are to assemble at Washington, New York or Boston and examine each claim *separatim*. The Geneva Tribunal of Arbitration was subsequently constituted. On the 16th December the five members of this conference entered on their duties at the Hotel de Ville in Geneva. Lord Chief Justice Cockburn (whose action is referred to in the evening's despatch) represents Great Britain, the Hon. Charles Francis Adams, Minister during the war at the Court of St. James, intimately acquainted with the facts of the case and the first on behalf of the United States to urge the recognition of the claims, Count Selopis, an eminent jurist, nominated by the King of Italy, Jacob Estampfle, an able statesman of Switzerland, by the President of the Swiss Confederation; and Baron de Stajubo Plenipotentiary of Brazil at Paris appointed by the Emperor of Brazil.

The American Commissioners classify their claim under five heads.

1st—Direct losses resulting from the destruction of vessels and their cargoes by insurgent cruisers.

2nd—The expenditure incurred in pursuing such cruisers.

3rd—Loss in the transfer of vessels to the British Registry.

4th—The advance of insurance premiums.

5th—The prolongation of the war.

In the text of the Treaty, article 6, three principles of international law are laid down for the guidance of neutrals.

1st—Due diligence against the fitting out of engines of war against a friendly power at war with another nation.

2nd—To equally interdict belligerents from making neutral territory a base of offensive operations.

3rd—To exercise due diligence in its own ports and as to all persons within its jurisdiction, to prevent any violation of the foregoing obligations and duties.

The British Commissioners dissented from the view that these rules were then in vogue but were satisfied to abide by them for the future. The Geneva arbitrators were to assume that Her Majesty's Government had

undertaken to act upon the principles set forth in these rules. The American Government lay great stress on these general principles enunciated, and attempt to show "a studied unfriendliness" by the free use of Nassau, Bermuda, &c., to those adventurers who were pleased just then to increase the annoyances of the Republic. All the scraps from the lips and pens of British statesmen and other lesser luminaries are carefully collated. The escape of the *Alabama*, Laird's rams, &c., are most laboriously and ingeniously worked up to strengthen the argument. The British agents style ten demurrers setting forth the non-existence of the settled principle of international law on which the case mainly rests, that the due caution was taken to secure the neutrality of Great Britain, that any infraction of it was due not to the want of diligence on the part of the Government, and that the recognition of the Southern Confederacy as a belligerent power entitled her to the same privileges as the Northern States, which were evenly conceded to both. The task of this arbitration is Herculean, the burden of diplomatic correspondence since the close of the war of American Secession.

170 claims are made. In linnity demanded \$19,621,423. Twelve Southern cruisers are designated, all quite familiar. The cruise of the *Alabama* to her destruction in an engagement off Cherbourg with the *Wachusett* is remarkable—59 claims, 612 millions of dollars. The *Shenandoah* has against her 49 vessels, damages to about the same amount as the *Alabama*. The *Florida* has claimed against her 30 claims, a little under 4 millions of dollars damages. The *Tallahassee* has 17 claims, about \$600,000 damages. The run of the *Tallahassee* was brief and destructive, doing much damage among fishermen returning from the North Bay. Her career was under a month, and her armaments by no means extensive.

The Washington arbitration has the consideration of claims other than Alabama by the subjects of one government or the other. This arbitration opened its sittings in Washington in October and all claims are to be presented for adjudication within six months from the first meeting. A number of rules have been laid down for the guidance of claimants and to regulate the order of proceedings in the various cases that may be submitted. The number of cases on this docket are likely to be numerous. It is provided that payment of claims shall be made, within twelve months from the date of final award, less five per cent. on the net for expenses incurred. The claims of Southern cotton bondholders come before this tribunal.

The statement or claim of the United States Government was published a few evenings since. The preposterous nature of the indirect claims were plain on the surface of the document, and form the basis of the difficulty which is agitating diplomatists in the old world as well as in the new.—*Acadian Recorder.*

THE UNITED STATES BILL.—The enormous amount demanded by the United States in the case presented to the Geneva Conference assembled according to the provisions of the Treaty of Washington, republished by us to-day, may be inferred from the following exhibit, and the present excitement in England will be seen to be fully justified by the facts:—

I. For the destruction of vessels and property belonging to the Government of the United States. \$25,000,000

II. For the destruction of merchant vessels, cargoes and proper-

ty sailing under the flag of the United States.

17,800,826

III. For other damages of injuries to persons, growing out of the destruction of each class of these vessels.

[In respect to this item the "case" says it is impossible at present for the United States to present a detailed statement, but the amount of the claim cannot be less than hundreds of thousands and possibly millions of dollars, on account of hardy, helpless seamen and their families.]

IV. The national expenditures in the pursuit of the cruisers. 7,050,473

V. For loss in the transfer of the American commercial marine to the British flag.

[In respect to this item the United States ask the arbitrators to estimate the amount which ought to be paid to them, after we submit statistics in respect to our tonnage before and after the rebellion.]

VI. For enhanced payments of insurance by citizens of the United States, so far as now known. 1,120,795

VII. For the prolongation of a civil war, the addition of a large sum to the cost thereof, and of the suppression of the rebellion.

[As to this item the United States claim that after the battle of Gettysburg offensive operations by the insurgents were conducted only at sea, through the Anglo Confederate cruisers, with the hope of involving this country in a war with Great Britain, and that the latter ought in equity to reimburse the United States for the expense thereby entailed upon them.]

VIII. Interest upon all claims up to the day when the award is payable by the terms of the treaty, which is twelve months after the date of the award, at the usual rates of interest in the city of New York, where most of the claims of individuals are held, which is seven per cent. per annum. The United States claim that interest should be computed from an average day, say July 1, 1863.

According to the foregoing statement, so far as it goes, the figures reach the sum of \$26,136,825. It will be observed, however, in the reading of the exhibit that the amounts for damages for injuries to persons growing out of the destruction of vessels by the rebel cruisers, the loss in the transfer of the American commercial marine to the British flag, the prolongation of the war, due to the continued offensive operations of the rebel privateers after the battle of Gettysburg, and the interest upon all the claims up to the day when the award is payable, are not enumerated in this schedule. The amount of these claims will increase the American demand according to some estimates, to \$300,000,000. These are what are termed consequential damages, and the British Government object to their consideration.

It has been suggested that all that is necessary to make this Bill complete would be the celebrated charge of the Halifax lawyer "To Mental Anxiety."—*Acadian Recorder.*

A current paragraph asserts that many years ago Horace Greeley wrote to a female contributor, requesting her to abstain from further poetry. A council of friends inspected the letter, and finally pronounced it an offer of marriage. Hence Mrs. Greeley and the junior Greeleys.