

The whole of these claims, when tested on the basis laid down in Lord Granville's Despatch, are reduced to one doubtful and extravagant demand for 6,700 dollars made by Pew and Sons, owners of the "Ontario" and "New England," and as they unquestionably suffered some loss by the destruction of their property they should be paid without scrutinizing their account too severely.

With regard to the claims made for other vessels, I propose to review them from the American standpoint, and not upon the basis laid down by Lord Granville, and shall endeavour to show the utmost amount which, according to their own affidavits, coupled with the official Customs return of Newfoundland, they would be entitled to receive.

Of the 22 vessels said to have been at Long Harbour on the 6th January, I shall begin with those that had seines, and shall refer again to the "Ontario," McAuly, master, and "New England," Dago, master, owned by Pew and Sons. (Their claim and depositions are on pp. 57, 58, and 59, President's Message.)

They had two seines joined together and these were the only seines destroyed. They allege that these seines were worth 1,400 dollars, and contained by their estimate 2,000 barrels of herrings, more than sufficient to load their vessels.

They estimate their total loss for seines and herrings at 6,700 dollars. This was an enormous haul of herrings, and most improbable at that season of the year. During the spawning season in the month of May at Magdalen Islands, at St. George's Bay, and in one or two localities in Fortune Bay, it might be possible to haul that quantity, but during 20 years I never knew or heard of a haul exceeding 500 or 600 barrels at one time; and it is a striking fact that the only seine whose herrings were not thrown away hauled 100 barrels (that of Captain Jacobs).

There is a great contrast between the quantity actually secured by one seine and the quantities assumed to have been in the other seines which were not secured.

But these claimants, Pew and Sons, were those alleged to have been the greatest sufferers, and extravagant as is their estimate of loss, I have, for the reasons already given, suggested that they should be paid 6,700 dollars.

Having secured their seine and herrings unmolested on that day they could not have hauled any more during the next ten days, as it would require that time at least to handle and freeze such a large quantity.

If Pew and Sons are allowed the full amount of their claim there can be no further claim by persons alleging that they were depending on Pew and Sons' sales for their herrings, for after the Sunday referred to the other seines which did work (and there was no interference after that day) were unsuccessful.

These vessels remained one month after the 6th January, and cleared out at the Customs on the 4th and 6th February.

"LIZZIE AND NAMARI," DAGLE, Master.

(Deposition on p. 81, President's Message.)

States that he had sold his seine and boat the previous winter to Newfoundland fisherman.

It was no longer American property, and he could not sell the right to violate our laws, whatever he may do himself.

There is no evidence that this seine was used on that day, and had it been interfered with we are not accountable to the United States' Government for any acts done by our own people to our own people.

This deponent clearly, then, has not been injured, and has not a shadow of claim.

The vessel was cleared at the Customs on the 4th February, nearly a month after the "outrage."

"F. A. SMITH," JAS. McDONALD, Master.

(Deposition on p. 83, President's Message.)

He states that he had taken 1,000 barrels. If not interfered with he could not have used his seine again until those were disposed of, which would require several days.