general discussion upon the merits of the whole case. If there be no liability for "claims" growing out of the acts of any of the vessels, it is entirely unimportant whether these particular classes of claims are or are not within the submission. If, on the other hand, the arbitrators should arrive at the conclusion that the acts of one or more vessels render Great Britain liable to the United States, the question (in the further and more remote contingency of their finding that the liability extends to the indirect damages) would be purely a pecuniary one, involving no point of honour. I therefore assume that it cannot be seriously contended that Great Britain may not honourably do towards the United States, regarding the Treaty of Washington, what she insisted that the United States should do towards her regarding the Treaty of 1846.

I will not violate good taste and fair dealing by discussing the probable result of such a reference. It may be said, however, without impropriety, that it will be incumbent on the United States to establish—1st. That the disputed classes of claims are within the terms of the submission. 2nd. That Great Britain is responsible for the losses growing out of the acts of this, that, or the other cruiser, after a thorough consideration of the evidence adduced as to each cruiser. 3rd. That the losses involved in these disputed claims can be specifically brought home to the particular cruisers, for whose acts Great Britain is found liable. Any sensible man can determine for himself the probability of the concurrence of three such events.