Inclosure to Washington.

Behring Sea Regulations

April. May 1894.

Letters &c.

MARINE & FISHERIES
CANADA

REFER TO No.

Ottawa April 19th.1894

Sir,

By an Order in Council dated 8th. February last, authority was granted for the arrangement for assistance to Her Majesty's Ambassador at Washington, in the discussion with the United States Secretary of State of the details for carrying out the provisions of the Award of the Behring Sea Arbitrators.

Her Majesty's Ambassador having, as arranged with Her Majesty's Government, announced by telegraph that the date for the discussion in question is fixed for Saturday, the 21st. instant, the Canadian Government has approved of your nomination for the purpose mentioned.

The particular points involved in your mission are covered by the following instruct--ions:

You are to proceed to Washington at your earliest convenience, and on arrival there, to communicate

Dr.George M.Dawson-
C.M.G., F.R.S. &c.,
Geological Survey
O t t a w a-

communicate immediately with His Excellency, Sir Julian Pauncefote, G.C.M.G., Her Majesty's Ambassador, who is informed of the purpose of your mission.

In representing the views of the Govern--ment of Canada in regard to the mode of carrying out Articles 4 & 7 of the Award of the Behring Sea Arbitration, including the licensing of sealing vessels, the selection of a distinctive flag, and the controlling of the fitness of the men authorized to engage in fur-seal fishing, you will bear in mind that the local conditions under which the sealing industry is actually carried on must be kept in view, for while it is essential that the terms of the Award shall be strictly complied with, it is equally essential that the rights accorded to Canadian Sealers under it, shall not be unduly hampered by any burden--some or unnecessary exactions or restrictions.

In respect to the form to be employed in licensing vessels and certifying to the fit--ness of the sealers, your attention is directed to the draft proposed by the Hon. the Minister of Marine and Fisheries, in a des--patch to His Excellency, the Governor General, under date November 7th.,1893, and in

regard

regard to the distinctive flag, you will observe that that representing the letter "H" in the Commercial Code of Signals has been suggested as a simple and practical form.

The issue of personal licenses to parties is not contemplated by the terms of the Award, but it appears to be possible, that under certain circumstances, some provision for such personal licenses may be found to be advan--tageous.

You will be careful to advise me, so that I may consult the Government upon any point which may be of interest, or which calls for further consideration.

I may add that an Order in Council formally appointing you as a Delegate will probably be forwarded in due course to His Excellency Her Majesty's Ambassador at Washington.

His Excellency the Governor General is at present out of Town.

I have the honour to be,

Sir,

Your obedient servant,

Charles Hibbert Tupper

24 Sept 1894

The Arlington:

T. E. ROESSLE, Proprietor.

Copy

Sir P. Pennefather.

WASHINGTON, D. C. Sep. 24, 1894

Dear Sir John Pennefather,

I duly received your Card with notification of appointment for tomorrow at 10 a.m. & shall be in waiting at the Treasury Department at that time.

This afternoon I telegraphed to Sir Charles C Tupper asking how many Canadian ~~sealing~~ vessels are supposed to be now out along the North American Coast of the Pacific.

He replies "Twenty-four Canadian sealing vessels cleared for the American Coast"

Tonight I see the instructions to U.S. Cruisers in the "Star" & there appear to be mandatory in regard to the seizure of any vessels being sealing arms or skins on board. If such instructions are

Carried out it will mean that ~~the~~ ~~vessels referred to, though now sailing~~ ~~within the rights~~ ~~legally according to the Award~~ the other vessels, though now sailing legally according to the terms of the award, been in the clear sailing on April 30th & proceed on ~~their~~ the onward voyage, which, in so far as the award goes they have clear a perfect right to do, will be ~~subject to~~ wholly unable to avoid being seizure in accordance with instructions which far beyond the ~~requirements~~ terms of the Award, & of which they can have no knowledge. That in all probability the large squadron assembled by the U.S. will & bring them into harbour with prize crews. Seizure want of them. Should this occur it ~~is certain to produce~~ would not only be very humiliating, but the owners of the vessels would ~~would~~ have grounds with actions to obtain in the Prize Admiralty Court ~~there~~, establishing ~~an~~ urgent defence upon them & preventing them from sending the vessels out again for the August sailing; for although

The
Arlington:
T. E. ROESSLE, Proprietor.
WASHINGTON, D. C. ....., 189

the vessels ~~wit~~ therefore might doubtless be released under bond, pending trial, it would be necessary to keep the officers & some at least of the crews as witnesses. These vessels are now probably sailing over a tract of sea some 500 miles in length, & there is now no possible means of providing them with ~~pas~~ passes or even advising them of the fact that passes may be necessary in the six days of grace which remain.

Form No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

21,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

This Company **TRANSMITS** and **DELIVERS** messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of **Unrepeated Messages**, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an **UNREPEATED MESSAGE**, and is delivered by request of the sender, under the conditions named above.

THOS. T. ECKERT, President and General Manager.

NUMBER	SENT BY	REC'D BY		CHECK
263	cm	Hm	10 00	

RECEIVED at Corcoran Bldg., S. E. Cor. 15th & F Sts., Washington, D. C. 189

Dated Ottawa Ont. Apl 24 84

To John M Dawson

Arlington Hotel Wash

Twenty four Canadian Sealing vessels cleared for the American Coast

Charles Tibbert Tupper

24 apl 1894

Dr C. H. Tupper

Form No. 2.

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

21,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

THOS. T. ECKERT, President and General Manager.

Receiver's No.	Time Filed	Check

Copy in Code

SEND the following message subject to the terms on back hereof, which are hereby agreed to.

Washington April 25 1894

To Sir Charles H. Tupper. Ottawa.

Have	posted	draft	arrangement	acceptable
here	affording	protection	under	all
Contingencies	Except	actual	hunting	in
Close	season.	Please	return	opinion
promptly.	Instructions	American	fleet	published
yesterday	premature.	Will	be	modified

☞ READ THE NOTICE AND AGREEMENT ON BACK. ☜ Swd.

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it REPEATED; that is, telegraphed back to the originating office for comparison. For this, one-half the regular rate is charged in addition. It is agreed between the sender of the following message and this Company, that said Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery of any UNREPEATED message, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery of any REPEATED message, beyond fifty times the sum received for sending the same, unless specially insured, nor in any case for delays arising from unavoidable interruption in the working of its lines, or for errors in cipher or obscure messages. And this Company is hereby made the agent of the sender, without liability, to forward any message over the lines of any other Company when necessary to reach its destination.

Correctness in the transmission of a message to any point on the lines of this Company can be INSURED by contract in writing, stating agreed amount of risk, and payment of premium thereon, at the following rates, in addition to the usual charge for repeated messages, viz, one per cent. for any distance not exceeding 1,000 miles, and two per cent. for any greater distance. No employee of the Company is authorized to vary the foregoing.

No responsibility regarding messages attaches to this Company until the same are presented and accepted at one of its transmitting offices; and if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.

Messages will be delivered free within the established free delivery limits of the terminal office. For delivery at a greater distance, a special charge will be made to cover the cost of such delivery.

The Company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

THOS. T. ECKERT, President and General Manager.

POSTAL TELEGRAPH-CABLE COMPANY
IN CONNECTION WITH THE COMMERCIAL (MACKAY-BENNETT) CABLES

Form 2.—For Type Writer Use.

TELEGRAM

Recd ap. 26.

This Company TRANSMITS and DELIVERS messages subject to the conditions printed on the back of this Blank.

ALBERT B. CHANDLER,
President and General Manager.

JOHN O. STEVENS,
Secretary.

72Ny. Ko. N. 3 p.m. 12 paid.

Received at 1427 F ST. N. W., WASH'N, D. C.

(WHERE ANY REPLY SHOULD BE SENT.)

Ottawa Ont. April 26th., 1894.

Dr. G. M. Dawson,

The "Arlington" Washn. D.C.

I hope to be able to send you a telegram this afternoon.

Charles Hibbert Tupper.

CONDITIONS.

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This is an UNREPEATED Message and is delivered by request of the sender under the conditions named above.

No employee of this Company is authorized to vary the foregoing.

Ottawa. April 26. 94

You were instructed to discuss sections four & seven.
Subject of passes involves material extension of regulations prescribed.
We object to any provision which by implication or otherwise sanctions interference with vessel not violating or which has not violated the regulations.
Proposal inconsistent with our right of navigation recognized by award.
Language of fourth indorsement too wide.
See first indorsement & limit fourth accordingly.
Writing.

Sgd. Chas. Hibbert Tupper.

Dr. C. H. Tupper
April 26/94

25 apl 1874

Sir C. H. Tupper

Office of Minister of Marine & Fisheries,
Ottawa, 25th April 1874.

Sir,

I have the honour to transmit herewith a copy of a Minute of Council, approving of the Contract made with Messrs Gilmour & Co. for the carriage of Her Majesty's Mails between Montreal and Quebec during the ensuing season.

I have the honour to be
Your obedient Servant
Alex. Campbell
Minister of Marine & Fisheries.

The Hon.
Sir Charles Tupper, K.C.M.G.
Ottawa.

Form No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

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This is an **UNREPEATED MESSAGE,** and is delivered by request of the sender, under the conditions named above.

THOS. T. ECKERT, President and General Manager.

NUMBER	SENT BY	REC'D BY	CHECK
My 179	Ayre	re pd	

RECEIVED at Corcoran Bldg., S. E. Cor. 15th & F Sts., Washington, D. C.

Dated Ottawa Ont 25 Apl 25 1894

To Geo M. Dawson The Arlington Washington DC

Remember Vessels japanese Coast go north without returning to Victoria and in August enter Astern Behring Sea they will of course have no license

Chas Hibbert Tupper

Recd Apl 25 1894 Rev.

25 apl 1894.

Sir C. H. Tupper

Seal 4th Rev.

Sep. 27. 94

Sir C.H. Tupper

Before proceeding further with ~~the~~ Regulations Ambassador ~~thinks~~ wishes to discuss a question of principle. Ambassadors view is right of navigation of sealers in prohibited waters during close season not denied any more than any other vessels but the carriage of sealing equipment during close season should only be permitted under safeguards. Purpose of regulations under consideration to give full protection against interference in least onerous way to sealers with equipment proceeding in good faith through ~~covered~~ waters prohibited ~~during close season~~ at the time.

Sd. W.

Sir C.H. Tupper

27 apl 1894

To Sir C. H. Tupper.

27 apl 1894

To Sir C. H. Tupper

Copy

The
Arlington:
T. E. ROESSLE, Proprietor.

WASHINGTON, D. C. Apl 27, 1894

Dear Sir Charles,

Your Code telegram of yesterday received same evening. The discussion of "passes" or some equivalent arrangement came from the fact that it was obviously impossible to furnish the sealers now out with licences or flags in time to be of any use to them. Judgment No 4, to which you allude, was drawn up as a sort of general provision, but it was not submitted by Sir Julian Pauncefote to the Sec. of Treasury at our second interview. It appeared that both Sir Julian & the Sec. were at one in the principle that sealers should not be subject to seizure on merely technical grounds, but that it was also recognized that special provisions would have to be made to avoid difficulty in

this initial year. Thus it was thought best to endeavour to provide a scheme for this year only, & thus Sir Julian thought it would be politic to allow the U.S. authorities to draw up in draft in conformity in conformity with the general views above expressed. The result was the draft which I mailed to you on the 25th. This was accepted only for consideration & reference. Sir Julian had seen my instructions, referring to articles 4 & 7, & I had besides informed him that I did not feel competent to express the views of the Canadian Govt. beyond these. He had, however, since my arrival here, been instructed from England to see that arrangements should be made such as to obviate difficulty which sealers might meet with in going to their sealing grounds in Behring Sea during close season,

& when this treaty shall have at the time waters closed for sealing. Thus I feel that it would be right on my part to afford him any assistance consequent on local knowledge which might enable him to provide for all contingencies which might occur, such as sealers finding themselves in closed waters after Sept. 30, sealers wishing to enter Behring Sea from the Asiatic side, etc.

It appears to me, but this is merely my personal view, that a paragraph added to the draft sent on the 25th stating that the arrangements made are for this year only & without prejudice, leaving permanent arrangements to the

formulated at leisure, would cover the objections made in your telegram of the 26th, & would also afford all the facilities asked for by the sealers themselves in your delivery of their memorial received today.

I fully appreciate the fact that we are not called upon to do one step beyond the requirements of the Award, but think at the same time that if we can tide over the particular difficulty of this season in a manner mutually satisfactory & in which our rights are given up, it will have the advantage of preventing vexatious & erratic seizures of vessels, very damaging to the sealers interested

Yours very truly
Geo. Th. Dawson

27 apl 1894

to Sir J. Pauncefote

The Arlington:

T. E. ROESSLE, Proprietor.

WASHINGTON, D. C. April 27, 1894

Dear Sir Julian Pauncefote,

I have received this P.m. the following telegram from Sir Charles H. Tupper, in cipher.—

"Sending you memorial from Sealers just received. First, very anxious for fifteen days grace, after thirtieth April in order that their vessels may reach port without molestation. Second, they propose sailing from Sand Point not later than twentieth July to reach Unimak Pass by first August. Third, they propose to sail from Victoria not later than first July for the same purpose".

over.

Sand Point is in the Shumigan Islands, Northern Alaska, but outside Behring Sea. If the principle of permits & sealing up arms is not objected to, I think that the regulations proposed will practically, for this season subserve all the objects indicated, if carried out in the spirit of the proposed arrangement. This may be secured by sending Cruisers to Sand Point about date indicated & I have sent off, in code, this obviously possible obstruction to legal Certain's office. the messages conveying your statement of the principle involved in regulations. Might it help arrival at understanding to ask Home Government to communicate text of instructions to Cruisers to Ottawa; if not for immediate publication, to satisfy the Canadian Government that no undue hardship to innocent sealers is intended?

I am sir
Yours very truly
George M. Dawson

POSTAL TELEGRAPH-CABLE COMPANY IN CONNECTION WITH THE COMMERCIAL (MACKAY-BENNETT) CABLES

Form 2.—For Type Writer Use.

TELEGRAM

This Company TRANSMITS and DELIVERS messages subject to the conditions printed on the back of this Blank.

ALBERT B. CHANDLER, President and General Manager.

JOHN O. STEVENS, Secretary.

Recd. April 27 2 Ens.

58Ny. Cd. N. 1:15 p.m. 61 paid.

Received at 1427 F ST. N.W., WASH., D.C.

(WHERE ANY REPLY SHOULD BE SENT.)

Ottawa Ont. April 27th., 1894.

Dr. Geo. M. Dawson,

The Arlington Hotel, Washn. D.C.

Sending you memorial from Sealers just received first very anxious for fifteen days grace, after thirtieth April in order that their vessels may reach port without molestation second they propose sailing from San Point not later than twentieth July to reach Unimak pass by first August third they propose to sail from Victoria not later than first July for same purpose.

Charles Hibbert Tupper

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This is an UNREPEATED Message and is delivered by request of the sender under the conditions named above.

No employee of this Company is authorized to vary the foregoing.

27 April 1874

Ottawa ap. 28.

Dr Sir Wm Dawson

Your telegram (s) received.
You should protest in the strongest manner against any restrictions other than expressly provided by regulations prescribed.
We deny that right of search was expressly or impliedly conceded & claim that no vessel should be molested unless actually guilty of violation of regulations of award.
Interference otherwise should be at peril of Cruizer.
Nothing in regulations sanctions interference with vessel having sealing equipment.
Any other view involves abridgement of rights over free navigation the Pacific.

Syd. C. H. Tupper.

Hon. C. H. Tupper
April 28 1892

28 sept 1874

Sir C. H. Tupper

Ottawa, 28 Sept. 1874

Sir,

I have the honour to acknowledge the receipt of your letter of the 17th inst. with the enclosure therein referred to, relative to the Pacific Railway.

The Minister of Public Works has instructed me to say that he will be glad to have the opinion of Mr. Sandford Fleming on the subject referred to in your letter.

I have the honour to be, Sir, Your obedient servant,

Chas. Legge

Sir Chas. H. Tupper

MINISTER OF MARINE AND FISHERIES

OTTAWA, CANADA 28th April 94

Dear Doctor Dawson.

I beg to confirm my telegram sent you in cipher today:—

"Your telegram received. You should protest "in the strongest manner "against any restrictions other "than expressly provided by "regulations prescribed. We "deny that right of search was "expressly or impliedly conceded.

and

Dr Geo. M. Dawson
C.M.G.
The "Arlington"
Washington D.C.

"and claim that no vessel
"should be molested unless
"actually guilty of violating
"regulations of Award.
"Interference otherwise should
"be at peril of Cruiser.
"Nothing in regulations
"sanctions interference with
"vessel having sealing
"equipment. Any other
"view involves abridgment
"of right of our free navigation
"of the Pacific"

Yours faithfully

Charles Hibbert Tupper

28 apl. 1894.

To

Sir C. H. Tupper

The

Arlington:

T. E. ROESSLE, Proprietor.

WASHINGTON, D. C. Oct 28 10.30 a.m., 1894

To Sir C. H. Tupper. Ottawa

Message sent yesterday ~~&~~ presents Ambassador's views. ~~My~~ I do not profess to present views of Government outside my instructions, but my personal belief that arrangement ~~[illegible]~~ posted ~~25th~~ Wednesday is understood temporary & without prejudice practically meets Sealers Memorial ~~Summarized~~ ~~outlined~~ given in your message ~~today~~ yesterday. Ambassador further thinks such temporary arrangement important as leading to prompt settlement of Claims.

GMD.

28 apl 1874.

To Sir C. H. Tupper

125-
28
153

POSTAL TELEGRAPH-CABLE COMPANY. IN CONNECTION WITH THE COMMERCIAL (MACKAY-BENNETT) CABLES

Form 2.—For Type Writer Use.

118

TELEGRAM

This Company TRANSMITS and DELIVERS messages subject to the conditions printed on the back of this Blank.

ALBERT B. CHANDLER, President and General Manager.

JOHN O. STEVENS, Secretary.

115.N.Y.,SE K (637PM) 65 Paid .

Ottawa Ont Apl 26

Dr G M Dawson The Arlington Washn.D.C.

Received at 1427 F ST. N. W., WASH'N, D. C.

(WHERE ANY REPLY SHOULD BE SENT.)

Rupert withold intestinal treasure disrepair serenes fugue attipodes shire supposititious ordain peevishs jerks memorably falsity ordain remorsefuls prize willingly eligarchy treasure aqueous punted worded candied incessant overalls pact scavengers inventory yes vulture obscenity wantonnessing overalls worded hemming obscenity wantonessed tingled remorsefuls prussian indersement yes paddler rosette ordain nineteen refectory candied baptistery leaking ordain fulfilment ingrate tresspassing wrathful setaceous flowering ingrate antipodies locomotive fulfilment adding joshua

Charles Hibbert Tupper.

CONDITIONS.

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS.

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POSTAL TELEGRAPH-CABLE COMPANY
IN CONNECTION WITH THE COMMERCIAL (MACKAY-BENNETT) CABLES

Form 2.—For Type Writer Use.

TELEGRAM

Recd. 6.30 Pm. Ap. 28. 94

Received at 1427 F ST. N. W. WASH'N D. C.

(WHERE ANY REPLY SHOULD BE SENT.)

113.N.Y.LB K (530PM) 78 Paid .
Ottawa Ont Apl.28
Dr G M Dawson, The Arlington Washn.D.C.
Simen thoughtless redaction samuel simplification pulseless incorrupti-
-bly tinsel sundayest mattock alligator aquose revokes pad timid
faithfully punish candle remotes probability wily desponency tinge
roster ordaining sensuous whose faithfullyly overbearing incidencely
confinement antiquarianism clung tinge murtured wade simplification
belle mourning uttered advent hard ordaining warbled remotes ordaining
baptiszed invesely padded .simplification belle avenged petrel
ordaining cycle observe incorruptibly remotes scenerys inversely
yet wade hermetic sensible evergreen aquose pad walked jerquings
accoutrements ordaining roster ordaining paddock furlong ninetieth
tinsel parching. Charles Hibbert Tupper.

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This is an UNREPEATED Message and is delivered by request of the sender under the conditions named above.

No employee of this Company is authorized to vary the foregoing.

Form No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

21,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

This Company **TRANSMITS** and **DELIVERS** messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of **Unrepeated Messages**, beyond the amount of tolls paid thereon, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.

This is an **UNREPEATED MESSAGE**, and is delivered by request of the sender, under the conditions named above.

THOS. T. ECKERT, General Manager. NORVIN GREEN, President.

NUMBER	SENT BY	REC'D BY		CHECK
440	T	MD	6 vpd	

RECEIVED at Corcoran Bldg., S. E. Cor. 15th & F Sts., Washington, D. C. 1130P Apl 28 189

Dated Ottawa Ont 28

To Dr Geo M Dawson

The Arlington, Washn D C

Simon Lint ordaining oppester undersold

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indignity pulverable alligator astonishment

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THOS. T. ECKERT, General Manager. NORVIN GREEN, President.

NUMBER	SENT BY	REC'D BY	CHECK
1440		2	

RECEIVED at Corcoran Bldg., S. E. Cor. 15th & F Sts., Washington, D. C. Apl 18 189

Dated Antiquarianism sex antiquarianism

To abstractly Warbled ordaining tinsel Mutined incited precipitated ordaining tinsel Baptized wily within obscure atomy trial Shaking abstractly Deposit treat Disrepute suspicious abstractly prolong assumed osier simplification

Form No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

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THOS. T. ECKERT, General Manager. NORVIN GREEN, President.

NUMBER	SENT BY	REC'D BY	CHECK
440		3	

RECEIVED at Corcoran Bldg., S. E. Cor. 15th & F Sts., Washington, D. C. Apl 18 1884

Dated Belle Lodge Great Wades

To Sensible incorruptibly wielded

Devoted incorruptibly

assumed undismayed

Charles Hibbert Tupper

28 April 1894

Dr C. H. Thorpe

The
Arlington:
T. E. ROESSLE, Proprietor.

WASHINGTON, D. C. April 30, 1894

Copy;

Dear Sir Julian Pauncefote,

Enclosed please find the copy of Sealers Memorial to Sir Ch. Tupper & of his reply to it. If I am not mistaken the fears of the sealers will be groundless if the U.S. Cruisers do not exceed the instructions to British Cruisers. All that would be necessary would be for some Cruiser to visit Sand Point early in July & supply licences & flags & to have some issued to vessels returning to Victoria by Customs officer there. This is on the assumption that no vessels would be seized during May for wrongly licences or flags only.

One of the most annoying features to the sealers is the state of doubt in regard to what ~~the~~ may actually be expected, & it would of course be extremely desirable to inform them of their actual status as soon as may be possible

Dear Sir
Yours very truly
George M. Dawson

P.S. I have telegraphed to Sir C.H. Tupper this morning stating my anxiety to return whenever authorized to do so.

GMD.

30 Apr 1894
To
Sir Wilfrid Laurier

Washington Apr. 30. 94

Have communicated Government's protest to Ambassador adding arguments which apart from question of right render methods proposed practically unnecessary. Ambassador very fully ~~informed~~ appreciates these conditions. His views materially modified by instructions British Cruisers now received. No engagements entered into. Matter stands pending reference to England. Licenses & flags practically settled

J. W. Foster

to 30 apl 1894.

Sir C. H. Tupper.

The

Arlington:

T. E. ROESSLE, Proprietor.

WASHINGTON, D. C. ....., 189

Copy

Washington Ap. 30. 94

Dear Sir Charles,

I telegraphed to you in code this morning as follows.—

"Have Communicated Government's protest to Ambassador, adding arguments which, apart from question of right, render methods proposed practically unnecessary. Ambassador now fully appreciates these conditions. His views materially modified by instructions British Cruisers now received. No Engagements entered into. Matter stands pending reference to England. Licenses & flags practically settled."

I followed the above message by one in clear acknowledging receipt of Copy of Sealers' Memorial & suggesting that I shall be glad to return whenever authorized to do so.

The whole question of "passes" or equivalent measures was taken up by Sir Julian Pauncefote in consequence of a cable from Lord Kimberly to

him instructing him to make such arrangements as would prevent sealers being interfered with or seized in crossing waters at the time covered by the Close Season. This he assumed to mean that if not in the British Act, then in the instructions to Cruisers, vessels with equipment in these waters would be liable to seizure on suspicion. Since then, on arrival in England of copy of the U.S. instructions to their Cruisers, he has been instructed from England to draw the attention of the authorities here to the fact that the British Act does not include such a provision & that interference with British Sealers will therefore not be admitted by Order in Council making the powers reciprocal, beyond the terms of the Act. Yesterday he received copy of the instructions to British Cruisers, which confirm this view, limiting seizures to cases in which proof of illegal sealing can be adduced. He has addressed a note to the Govt. here to that effect. ~~Personally I fear that it may produce something of the nature of an explosion~~

~~Personally I fear that this may raise difficulties here~~

~~For~~ Sir Julian, ~~however~~, I understand, in view of the strongly expressed views of the Canadian Government & the above later developments, prefers referring any remonstrances or objections which may be made to England for decision & will not on his own responsibility proceed ~~any~~ ~~further~~ with any arrangements implying any right of search or seizure, even as a temporary provision, ~~unless so instructed~~.

Note in from p. 4

My part in the whole of the above matter has been merely that of affording information & criticising the supply provisions proposed without offering any opinion as to questions of right. You will of course notice, however, that the instructions to British Cruisers, which it is proposed to make reciprocal, seem to include ~~include~~ a right of ~~boarding~~ inspection in search of evidence of sealing during close season, also implicitly, I suppose, the same right for the purpose of examining licenses; & further, that the case remains under the Act, in which sealers now at sea without licenses or flags would ~~remain~~ be subject to seizure,

This Collier might be made technically a ground of seizure unless tided over by some understanding that all vessels in Behring Sea should be supposed to be practically licensed till they can meet some Cruiser. The British instructions contemplate that Cruisers shall convey licenses & flags to sealers ~~which they may meet, & if this also can be made~~ recognised it would of course tide over the present difficulty. – In other words, any sealer which has already left port would be supposed, unless taken in sealing, to be practically provided with licence or flag till she meets some Cruiser & can obtain these ~~from her or some other~~

I am not sure in how far I am justified in reporting officially Sir Julian's instructions & present views & would therefore beg of you to consider what refers to these above as private rather than official.

As I do not see that I can now be of much further use here ~~now~~, having I think fully advised Sir Julian of ~~all the conditions~~ the necessities of the case to be met, & having also I hope been able considerably to modify his original views of ~~the conditions~~ the necessities of the case, I trust that I may soon be authorized to return to Ottawa.

tt to 3

Sir J. Pauncefote
Feb 28 1893

If, however, you consider it necessary for me to stay here longer, I shall require to be furnished with another draft to cover expenses & pay for return journey

Yrs Stuart.

Sir C. H. Tupper.

Copy to Sir C.H.T.
Cy. 20-9-94.

Sir J's original views. After examining his instructions to Cruijers, observed that he similar in Br. Act.

Said that he was telegraphing to Kimberly, under impression that if a mistake, this would be remedied by orders to Cruijers.

I showed him opinion of Russell & Wolsey that mere presence rules for offence.

Discussion of provision of Safe Conducts or "passes" was entered into to meet all possible injurious results under the idea that the presence rules with Sprigman was illegal.

Ex refg to above mentioned telegram Kimberly sent extract containing substance of instructions sent to Br. Cruijers.

Product of Cape Sort.

Sales the printed (confidential) copy of instructions

all this served naturally to modify Sir J's position.

Thus calls to Kimberley that permit project in view of opposition of Cavendish etc, abandoned & that he is trying to arrange in another way.

This in consequence of Colle drawing his attention to the fact in light of his instructions

The formally stipd his authorities & changed conditions on Sep. 30. Then prepared a Note Verbal (so as to be in writing) — telling out that act admits interference only so far. That instructions to Cruyers do not succeed act by working surgeons only, on suspicion & because carrying implements proper. That O in C (issued 30th) can only work reciprocal so far as the act gives authority. This frustrated way I. (Tuesday)

But put C.H.'s reply to Sclaters

Did not see Sir J. afterwards & do not know how received, but suspect trouble & pressure

Probable that his will use urgency as an argument to press G.B. not

in some way admitting their attitude.

Sir J.'s formal views stated in form of phases of some sort. Rather argues in favour in his despatch & letter to Kimberley

What had better be done?

My personal belief – apart from principle – that would be in many ways a calamitous blunder.

Sir J. says. – all very well to stick to terms of award, but both parts. pledged to take all measures to render them effective. ? is now what measures will be necessary.

Sir Julian's idea & my suggestion that a minimum on damages

Precedents for a lump sum but objection to by Lis. Contract.

Any difficulty in providing for carrying out regulations arising solely from going further than "sealing" Penalties such sufficiently severe to deter if this only prohibition.

Right of inspection — or collect right of search — of vessels from by O in C.
How obtain verify licences etc?

The Sealers memorial written under idea that bonds with the Seized would become forfeit & quashed.
What they want, & how these requirements may be met.

State of affairs when I arrived. —

Beetles tis. on Sir J. Ford offended
Cardinals. Sir J. had not noticed
& U.S. authorities did not realize
that instructions to Cruisers would
subject all neutral vessels in
closed waters to search. Tis. on
point of sending this Crude instruction
out, & soon after Sec. of Treasury had
ordered held back — Sum influence
led to newspaper publication.
Instructions by Cable to Sir J. to
invite promises for vessels going through
closed waters to B.S.
would have undoubtedly been
committed himself. 'Promises' but
for Can. Govt. protest etc.

State of licences, now accepted.
The U.S. Form.

No objections made. – Sir J. Reports to Br. Govt. that accepted.

Suggested notice. (Soon as possible after permission to make instructions to Cruisers public) giving:–

Provisions of Award & requiring them to be respected.
arrangements for licences & flags.
Purport of instructions to Cruisers.
Reciprocity by U.S.C.

This to give equal publicity as that given to Instructions U.S. Cruisers, by which sealers put in dread.

Notes on
Mission
to Washington
Ap. – May. 94

Copy

1

1894.

Certified copy of a Report of a Committee of the Honorable the Privy Council, approved by His Excellency the Governor General in Council on the 21st April 1894.

"

The Committee of the Privy Council have had under consideration a Telegram dated 14th April 1894., hereto attached, from Her Majesty's Ambassador to the United States, announcing that the date for discussion of the arrangements to be made under Articles 4. and 7. of the Behring Sea Award had been fixed for Saturday the 21st April instant.

The Minister of Marine, and Fisheries to whom the telegram was referred desires to revert to an approved Minute of Council, dated 8th February 1894., authorizing arrangements to be made for any assistance at Washington that may be deemed necessary in connection with negotiations on the Behring Sea Award, and he recommends that Dr. G. M. Dawson, C.M.G., F.R.S. of the Geological Survey of Canada be authorized to proceed to Washington to attend the Conference in question on behalf of

Gov

To the Honorable
The Minister of Marine & Fisheries

Your Excellency's Government.

The Minister also recommends that Your Excellency be moved to telegraph Her Majesty's Ambassador, that Dr. Dawson will reach Washington in time for the Conference.

The Minister also recommends that authority be given for the payment, out of the moneys voted for Behring Sea, to Dr. G. M. Dawson, while on this Mission, of the sum of ten dollars per day as living allowance in addition to his travelling expenses.

The Committee submit the above recommendations for Your Excellency's approval.

(signed) John S. McLee

Clerk of the Privy Council.

(Annex "A" to P.C. 1897 21st April 1894.)

Copy

Telegram.

Sir S. Pauncefote to the Earl of Aberdeen

Washington
17th April 1894

The Secretary of State has appointed Saturday the 21st April for the discussion of arrangement to be made under Articles 4 and 7 of the Behring Sea Award.

I hope the Canadian Delegate will be able to arrive here in time to take part in the Conference.

Please telegraph reply.

(Signed) Pauncefote

April 6 1894.

D.C.

accrediting Dawson

to

Washington.

Sir J. Pauncefote,

Private.

Sunday –
13 May
/94

Dear Dr Dawson,

I avail myself of a quiet Sunday to explain my apparent ungraciousness in delaying to thank you for your kind letter which reached me after you had left Washington.

I much regretted
your departure though
it was the wisest
course in view of
all the circumstances
& both Secy Gresham
& Secy Carlisle spoke
of the assistance you
gave us in the most
gratifying terms.
I encountered them

again single handed
& thanks to the
just & liberal spirit
manifested by Mr
Carlisle we finally
adjusted matters
satisfactorily -
I put what was
agreed on in the
form of the three
articles enclosed

which together with the arrangements which you & I concluded, are now recorded in diplomatic notes & are I hope satisfactory to your Govt. This & other business gave me no time for private correspondence or I should have written to you before.

Yours sincerely
Julian Pauncefote

1 May, 1894.

Copy. G. M. Dawson.

The
Arlington:
T. E. ROESSLE, Proprietor.

WASHINGTON, D. C. May 1, 1894

Dear Sir John Pauncefote,

I duly received the expression of your assent to the draft reply to telegram from Sir Chas. Tupper in which he claims obtention to the fact that a number of sealers ~~would~~ will be at Hakodate in June & asks in what way clauses should be provided for them. The draft reply with your recommendations was sent off to Sir Chas. Tupper at once, & I trust & believe that the proposed method of dealing with this matter may work out satisfactorily.

I hope being timeous warning & hope to be in Ottawa the next day before noon. On arrival there I propose suggesting to Sir Chas. Tupper, that as soon as he can obtain authority to make public the several purport

of his treaties to British Cruisers, a notice should be issued, quoting the regulations & stating that they must be respected, outlining the provisions made as to licences, flags etc, & stating in summarized form the grounds upon which British sealers might be interfered with or seized. It appears to me the duty to the sealers, & – particularly in view of the premature publication of the U.S. instructions, to let them know as soon as possible exactly where they stand. I am very confident that they will then govern themselves accordingly in as far as may be possible.

Permit me again to thank you for your very great kindness to me during my stay in Washington & Ottawa. We are

Sincerely Yours

(Sd) George M. Dawson

BRITISH EMBASSY,
WASHINGTON, D. C.

Sir Julian agrees to the enclosed telegram with two slight alterations. He concurs that it should be sent en clair. Copy kept here.

Copy

Proposed reply submitted to Sir J.P. & Cabinet as altered by him

Q

May answer be sent on claim

Downing Street 1.9.94

To Sir C.H. Tupper
Ottawa.

Instructions to British Cruisers ~~[illegible]~~ contemplate their furnishing licenses & flags. Licenses in blank signed Collector Customs Victoria ~~should~~ might be sent to British Minister Tokio ~~[illegible]~~? with official list of British Columbian sealing vessels. Blanks to be filled on issuance by naval officer. Flags should also be sent.

~~Minister will be instru~~
Sir Julian will request Lord Kimberly to issue instructions to Minister if H.L concurs.

?/

Guy M. Dawson

D. Dawson has copy
Telephone
5½ p.m. Arlington

1 May 1894.

To Sir C. H. Tupper

Draft. Wade for Sec
J.P. Oct. 30. 94

~~In accordance to~~

By the terms of the British Act of Parliament the presence of a sealing vessel in waters wherein at the time sealing is prohibited does not in itself constitute an offence, & consequently, in the instructions to British Cruisers her vessel is liable to seizure or interference with her rights of navigation ~~because~~ merely on account of having on board sealing equipment or seal skins. These she may be carrying in pursuit of a lawful voyage, & they are not admitted by the act to be proof positive of any attempt to ~~violate the~~ infringe the regulations. It is the killing, capturing or pursuit of seals during a certain period, & that within certain limits only, ~~which~~ that brings a vessel within the meaning of the act. They forfeits

of the regulations.

It is true that in the U.S. Act ~~there is~~ language is employed such as to ~~which~~ imply that all vessels may be seized & dealt with as though the manner of a vessel equipped for sealing, in a certain period, & in certain waters is unlawful, but no British vessel can be seized under the sanction of the U.S. Act.

In the case of the seizure of a British vessel by a U.S. Cruiser the latter is bound to proceed under the terms of the British act only.

Both the British & U.S. Acts forbid, embody all the regulations relating to pur-seal fishery contained in the Award of the Tribunal of Arbitration, including those which require that vessels engaged in sealing shall be provided with licenses & distinctive flags.

The Canadian government strongly objects

to any provisions applied to sealing vessels or to any other vessels which would have the effect of interrupting the exercise of free navigation in the Pacific ocean. Any such restrictions are unknown, not contemplated in the Act of Parliament or empowered by it, & unless this Act should prove to be insufficient for the purpose intended & should be subsequently amended for that reason, there is no legal warrant for any such ~~measures~~ restrictions.

~~Certain~~ It was no doubt understood by all sealers, ~~that since~~ after the publication of the award of the Arbitrators, that they would in future be required to be provided with licenses & distinctive flags, but many of the sealing vessels, in the ~~necessary~~ ordinary course of the prosecution of their industry, left their home ports long before legislative effect was given to these provisions

when the machinery for the issue of licenses had been prescribed & when the actual form of license & pattern of the distinctive flag had been decided upon.

These vessels are now at sea, some upon the American & some upon the Arctic side of the Pacific, & while it is conceded that they may be liable to seizure if found infringing the Award by actual sealing in places or at times in which this is forbidden by the award — ~~which provisions it would not then clearly would from point of any act drawn to enforce the~~ ~~the award~~ it is held that ~~such sealing~~ no sealing merely should be liable to seizure or detention merely because she ~~has~~ ~~or possessing~~ does not possess a license or distinctive flag, if it ~~can be shown~~ should appear by her log ~~on examination of the~~

~~vessels log~~ that she has had no opportunity of obtaining ~~such licence or flag~~ sister by reason of her departure from a home port before provision had been made for the issue thereof.

In the case of any such vessel being met with by a Cruiser or entering any ~~Colony~~ port at which a Customs Officer is stationed, it is proposed that the Captain of the Cruiser or the Customs Officer shall ~~be~~ be instructed to endorse upon the log a statement exempting her from the necessity of being provided with a licence or distinctive flag till such time in the year 1894 as she may reach a home port.

(if authorised to issue a provisional licence or ~~distinctive~~ flag)

~~In the case of vessels leaving their home ports~~ All vessels leaving their home ports after the date at which it may be possible to obtain there a regular licence & distinctive flag, should be provided with both.

30 apl 1874

Dr Schlettwein

Dr D. Kennedy

POSTAL TELEGRAPH-CABLE COMPANY. IN CONNECTION WITH THE COMMERCIAL CABLES (MACKAY-BENNETT)

Form 2.—For Type Writer Use.

TELEGRAM

This Company TRANSMITS and DELIVERS messages subject to the conditions printed on the back of this Blank.

ALBERT B. CHANDLER, President and General Manager.

JOHN O. STEVENS, Secretary.

6 nmy Ly Mc Ks Paid 1260

Received at 1427 F ST. N. W., WASH'N, D. C.

(WHERE ANY REPLY SHOULD BE SENT.)

Ottawa Ont May 1.

Dr Geo M Dawson, The Arlington, Washin DC

Many of the sealing fleet will be at Atkodate about twentieth June What arrangements can be made so as to issue licenses to them for Behring Sea information should go

CONDITIONS.

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS.

To guard against mistakes or delays, the sender of a message should order it REPEATED; that is, telegraphed back to the originating office for comparison. For this, one half the regular rate is charged in addition. It is agreed between the sender of the message written on the face hereof and the Postal Telegraph-Cable Company, that said Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any UNREPEATED message, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery of any REPEATED message beyond fifty times the sum received for sending the same, unless specially insured, nor in any case for delays arising from unavoidable interruption in the working of its lines, or for errors in cipher or obscure messages. And this Company, is hereby made the agent of the sender, without liability, to forward any message over the lines of any other Company when necessary to reach its destination.

Correctness in the transmission of messages to any point on the lines of the Company can be INSURED by contract in writing, stating agreed amount of risk, and payment of premium thereon at the following rates, in addition to the usual charge for repeated messages, viz: one per cent. for any distance not exceeding 1,000 miles, and two per cent. for any greater distance.

No responsibility regarding messages attaches to this Company until the same are presented and accepted at one of its transmitting offices; and if a message is sent to such office by one of this Company's messengers, he acts for that purpose as the agent of the sender.

Messages will be delivered free within the established free delivery limits of the terminal office. For delivery at a greater distance a special charge will be made to cover the cost of such delivery.

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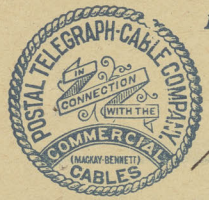

Form 2.—For Type Writer Use.

85

TELEGRAM

This Company TRANSMITS and DELIVERS messages subject to the conditions printed on the back of this Blank.

ALBERT B. CHANDLER,
President and General Manager.

JOHN O. STEVENS,
Secretary.

1427 F ST. N. W., WASH'N, D. C.

Received at _____

(WHERE ANY REPLY SHOULD BE SENT.)

to them via Yokohoma by steamer sailing from fifteenth to twentieth May

Charles Hibbert Tupper

CONDITIONS.

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Form No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

INCORPORATED

21,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD.

NUMBER	SENT BY	REC'D BY	CHECK
276	My	Ar Rc	33 pd

RECEIVED at Corcoran Bldg., S. E. Cor. 15th & F Sts., Washington, D. C. 1894

Dated Ottawa Ont 30 apl

To Dr G M Dawson

Arlington Hotel Washn DC

your Cipher and Subsequent telegram of this date recd when you of Opinion Clauses four & seven are settled I see no reason for your to

Form No. 1.

THE WESTERN UNION TELEGRAPH COMPANY.

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This is an **UNREPEATED MESSAGE,** and is delivered by request of the sender, under the conditions named above.

THOS. T. ECKERT, President and General Manager.

NUMBER	SENT BY	REC'D BY	CHECK
Ny			2

RECEIVED at Corcoran Bldg., S. E. Cor. 15th & F Sts., Washington, D. C. _____ 189

Dated _____

To _____

remain unless some should occur
to yourself

Charles Hibbert Tupper

30 apl 1894.

Sir C. H. Tupper.

30 Sep 1894

Isaac H. Tupper,

The

Arlington:

T. E. ROESSLE, Proprietor.

WASHINGTON, D. C. ....., 189

Worthington
Apr. 30. 94

Sir C. H. Tupper

Referring to my cipher telegram today. Shall be glad to return whenever authorized. Sealers memorial received will be discussed with Minister today.

Grant.

Copy:

Apr. 27. 94

Before proceeding further with regulations, Sir Julian Pauncefote wishes to dispose of question of principle. Sir Julian's view is right of navigation of sealers in prohibited waters during close season not denied any more than any other vessels, but the carriage of sealing equipment during close season should only be permitted under safeguards. Purpose of regulations under consideration to give full protection against interference in least onerous way to sealers with equipment proceeding in good faith through waters prohibited at the time.

Washington. April 28. 1894
(Sent 10.30 Am.)

To Sir C. H. Tupper. Ottawa.

Message sent yesterday presents Sir Julian Pauncefote's views. I do not profess to present views of Government outside my instructions, but my personal belief that arrangement posted Wednesday, if understood temporary & without prejudice, practically meets Sealers Memorial given in your message yesterday. Sir Julian Pauncefote further thinks such amicable temporary arrangement important as leading to prompt settlement of Claims

Sgd. G. M. Dawson

Ottawa. April 28. 94

To Dr Grant Dawson

Your telegram (s?) received. You should protest in the strongest manner against any restrictions other than expressly provided by regulations prescribed. We deny that rightly search was expressly or impliedly conceded & claim that no vessel should be molested unless actually guilty of violation of regulations or award. Interference otherwise should be at peril of Cruizer. Nothing in regulations sanctions interference with vessel having sealing equipment. Any other view involves abridgement of right of our free navigation the Pacific.

(Sgd.) C. H. Tupper.

Ottawa. Apr 28. 94

To Dr Gladman

Your letter of April 25th & proposed regulations received. Articles 3 to 7 inclusive protested against as [implying] right of search & seizure & a violation of the most important portion of the award. We were not asked to send a delegate to discuss such a principle. Article 1 should be limited to vessel sealing in waters described in Article 2.

(Sgd. C.H. Tupper.

Ottawa. April 28. 94

To Dr Sundaum

Your letter of April 25th & proposed regulations received. Articles 3 to 7 inclusive protested against as [implying] right of search & seizure & a violation of the most important portion of the award. We were not asked to send a delegate to discuss such a principle. Article 1 should be limited to vessel sealing in waters described in article 2.

(Sgd.) C. H. Tupper.

Licences.

These to conform with the terms of the award apply to the seals.

They may take the form given in despatch of Minister of Marine & Fisheries to G.G. of Nov. 7. 93, including statement that officer issuing has been satisfied by the vessel of fitness of his hunters.

To be issued by Collectors of Customs at Victoria & Vancouver.

To be renewable annually

Questions on Licences.

Is it necessary to specify the names of hunters & crew?
What is the practice in regard to crew in ordinary clearances?
In event of proved infraction of rules & cancellation of licence should the hunter or the ship or both be deprived of licences. If the licences granted to vessels the licence would probably be in that case denied to offending vessels. Hardship to owners.
Case of the Indians when not shipped at Victoria.

Fitness of hunters.

No practical method of examining hunters as to fitness.
This regulates itself very largely, good hunters being always most in demand.
Only practical criterion of good hunter that he should be a good shot.
All Coast Indians may be assumed to be good hunters both with gun & spear, owing to such hunting at sea from boyhood.
White hunters naturally recruited from "pullers" who gain experience required.
No licence to individual hunters called for by award, & the suggestion to that effect by Commissioners part of a general scheme which was not taken up by arbitrators.
Objection of sealers (see their letter) to individual licences.
But this not entirely sound, for such licences as certificates

would be issued by Collectors of Customs who could always satisfy themselves of applicants to prevent close monopoly.

Such formal certificates in under any circumstances contemplated should be permanent during good behaviour. This would largely prevent hardships otherwise falling on Indians.

In any event, whole system of licenses only to be brought into force by G of I in C. when similar enactment is provided for by lies?

Flag.

Best suggestion seems to be to make it letter h. of Code.
This simple & many of vessels would already know it.
Cis. suggestion for S on white ground less practicable.
Vessels should not be required to fly flag continuously on sealing grounds, but only when sealing or when a cruiser sighted.
If otherwise no dimensions can be assigned to flag, for if larger or ordinary size it would go to pieces in a gale.

What is the size of ordinary code flag?

Carry into the Spirit of the Award. See Bayard. Telegram of 9th. Spirit includes declaration 1. & also the payment of damages!

To Sir J. Pauncefote Dec. 3. 93

What action will Eng. take on declaration of arbitrators opposed to award — specially no. 1.

Art 4. of Prohibition Permits for hunting vessels, not individually. No licences to men — only fitters under art. 7.

Bedford suggests that if general licences should be issued any person fitting & available for individual ship. Letter Sept 20. 93 Cox Grant 1. 90 Cl.

pag 21. Refers only licences to vessels intended.

Play letter H. Cole

Annex to P.C. 2158 H. 16th November 1893.

LICENSE.

to British sailing vessels engaged in fur-seal fishing.

$$$$$$$$$$$$$$$$$$$$$$$$$$

Name ------------- ---------- of the

Owner or master. British sailing vessel ------------------ having satisfied the undersigned, at the Port of Victoria British Columbia, as to the fitness of his hunters to engage in fur-seal fishing, as contemplated by the regulations, and having paid the sum of five dollars, the privilege is hereby granted to the said sailing vessel to kill, capture and pursue fur-seals, in accordance with the conditions and within the limits described in the regulations endorsed on this license.

This license shall continue in force for the year 189_ and is issued in pursuance of the Award of the Tribunal of Arbitration constituted under Article I of the Treaty concluded at Washington on the 29th February, 1892, between Her Britannic Majesty and the United States of America.

Any violation of or non-compliance with the regulations and directions on the other side of this license renders the vessel liable to seizure and prosecution for the penalties prescribed, in addition to the forfeiture of the license.

Dated this -- ----- day of ---------- A.D.189.

Annex to P.C. 2158 H. 16th November 1893.

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- - - - - - - - - - - - - - -

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Dated this - - - - - - - day of - - - - - - - - - - A.D.189.

- - - - - - - - - - - - - - - - -

Licences.

To conform with the terms of the Award, apply to vessels only.

They may take the form given in Gazette of Ministers of Marine & Fisheries to Governor General of Oct. 7. 1893, including a [illegible] of [illegible] showing has been satisfied by the master as to the fitness of his hunters.

To be issued by Collectors of Customs at Victoria & Vancouver

To be renewable annually

Distinctive flag. Letter H of Code

Impracticable

Questions respecting licences.

If the number of each vessel employed by vessels, in what manner should a vessel be able to supply herself last or throughout when free from licensing fees?

Also, in what way would it be feasible [illegible] to be collected of Vancouver Island after leaving Victoria?

If general licences be granted, good permanently unless cancelled for cause were issued, the vessel largely avoids the above difficulties, but there are objections by the sailing masters on the grounds of an not requisite of the vessel.

If the licence of a vessel cancelled for proved infraction of rules, the same vessel should be eligible for another licence of recommission under another master. Otherwise hardship to owners of vessel.

Presumably the profits of licences should be subject to charge of small discovery, not being an integral part of the Act of Parliament?

Licences of Theatres.

Article 7 of Act would very be sufficient to apply only to London, though it would "yet even Country Towns in fine Weather."

There is no particular method of Planning London as to Places

[illegible]

It is not sufficient that would be perfectly in Nothing or Country Towns

If Com. wd be dispensed the Political Immunities in these Theatres be Contrary

The results naturally apprehend that they largely, good London being used in Demand.

Which London will naturally be Deserted from "Real pleasure" who consider them as against the expensive necessary.

The Court Business may be conducted to from London till 20th June or Place, being been recent to London at the time Longest.

The suggestion of Co. licences, as to personal licences proceeds just of a general Scheme which was not acceptable of the Arbitrators.

The objection of Selling owners to individual licences lies not in a Chee Corporation of hunters to their detriment (see Sellers letter) is not lasting consent. The ~~[illegible]~~ licences being in the hands of Collectors of [illegible] Selling through affiliated to personal receipts.

The issue of these personal or personal licences might also to a great extent obviate the difficulty of obtaining some hunters elsewhere away from base ports, or under cover of foreign & ship Indian hunters or [illegible] of Vancouver Island without obtaining the Victoria

GEOLOGICAL SURVEY OF CANADA.
Alfred R. C. Selwyn, C. M. G., LL.D., F.R.S.,
DEPUTY HEAD AND DIRECTOR.
MUSEUM AND OFFICES, SUSSEX STREET, OTTAWA.

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Questions respecting licences.

If the hunters on each vessel are specified by name, in what manner would a master be able to supply hunters lost or deserting when far from licensing ports?

Also, in what way would it be possible to ship Indian hunters on the West Coast of Vancouver Island after leaving Victoria?

If personal licences to hunters, good permanently unless cancelled for cause were issued, this would largely obviate the above difficulties, but there are objections to by the sealing owners on other grounds & are not required by the Award.

If the licence of a vessel cancelled for proved infraction of rules, the same vessel should be eligible for another licence of recommission under another master. Otherwise hardship to owners of vessel.

Presumably the number of licences should be subject to change if found necessary, not being an integral part of the Act of Parliament?

So long as this point remains in your contention this must be settled at Paris.

Persons in our Licences are not contemplated by his award – and his friends of the hunters in only appear to prevent clearance & the ship continued. The ship to be at liberty to sail without calling this court.

I guess upon

Be formal wd. have to be made exceptions hereon to allow a certain no. of substitutes to meet the case.

would not prevent mentioning sp.

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Fitness of Hunters.

Article 7 of Award may be supposed to apply only to hunters, though it reads "of the men authorized to engage in fur seal fishing."

There is no practicable method of examining hunters as to fitness

Except previous record of each man the only officiable test would be proficiency in shooting or throwing spear.

It can not be suggested that practical examinations in these should be conducted

This must be left to Collection of Customs and Indian Hunters

The matter naturally regulates itself very largely, good hunters being most in demand.

White hunters will naturally be recruited from "boat pullers" who accompany them & acquire the experience necessary.

All Coast Indians may be assumed to be good hunters both with gun & spear, having been used to hunting at sea since boyhood.

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The suggestion of Br. Commrs. as to personal licences formed part of a general scheme which was not accepted by the arbitrators.

The objection of Sealing owners to individual licences i.e. that it would create a close corporation of hunters to their detriment (see Sealers letter) is not entirely sound. The issue of such licences being in the hands of Collectors of Customs he would be able to satisfy enough applicants to prevent monopoly.

The issue of such personal & permanent licences might alter to a great extent obviate the difficulty of obtaining new hunters when away from home ports, & would render it possible to ship Indian hunters on West Coast of Vancouver Island without returning to Victoria

I quite approve