

**THE INDIRECT CLAIMS: A CHAPTER IN
THE ARGUMENT FOR THE UNITED
STATES SUBMITTED TO THE TRIBUNAL
OF ARBITRATION AT GENEVA, JUNE
15TH, 1872, PP. 4-124**

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FOR

THE UNITED STATES

SUBMITTED TO THE TRIBUNAL OF ARBITRATION

AT GENEVA

JUNE 15th, 1872.

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THE INDIRECT CLAIMS

to be considered in detail, objection may be made, that such or such particular loss is remote and not proximate; but that is a question which arises in the consideration of the facts. It in no respect affects the generality or comprehensiveness of the expression "all claims growing out" of certain acts.

6. In order to demonstrate that the British Government ought not to have been ignorant of the precise claims now objected to, under whatever name the subject of negotiation, we now proceed to cite the documentary proofs.

(a) The Joint High Commissioners, in their negotiations which preceded the Treaty of Washington, made use of the terms "indirect losses" and "direct losses," and these terms were subsequently transferred from the protocols of the Conferences of the negotiations to the American Case.

(b) In the public discussions which have since arisen, the terms have apparently been received in a different sense from that in which they were employed by the negotiators, and accepted by the two Governments.

It has been assumed by many persons, who were but partially acquainted with the history of the negotiations, that the United States are contending before this Tribunal to be indemnified for several independent series of injuries: whereas they do, in fact, ask reparation but for one series

of injuries, namely, those which they, as a nation, either directly or through their citizens, and the persons enjoying the protection of their flag, have suffered, by reason of the acts committed by the several vessels referred to in their Case, which are generically known as the Alabama Claims. When the Treaty was signed, both parties evidently contemplated a discussion before the Arbitrators of all the damages which could be shown or contended to have resulted from the injuries for which the United States were seeking reparation.

(c) In order to bring any claim for indemnity within the jurisdiction of the Tribunal, the United States understand that it is necessary for them to establish: 1st. That is a claim. 2nd. That at the date of the correspondence between Sir Edward Thornton and Mr. Fish, which led to the Treaty, it was generically known as an Alabama claim; and, 3rd. That it grows out of the act of some one of the vessels referred to in their Case. They also understand that the Tribunal of Arbitration has full jurisdiction over all claims of the United States which can be shown to possess these three attributes.

A review of the history of the negotiations between the two Governments prior to the correspondence between Sir Edward Thornton and Mr. Fish, will show the Tribunal what was intended by these words—“*generically known as the Alabama Claims*”—used on each side in that correspondence.

(d) The correspondence between the two Governments was opened by Mr. Adams on the 20th of November, 1862 (less than four months after the escape of the Alabama), in a note to Earl Russell, written under instructions from the Government of the United States. In this note Mr. Adams submitted evidence of the acts of the Alabama, and stated, "I have the honor to inform your lordship
" of the directions which I have received from my Gov-
" ernment to solicit redress for the National and private
" injuries thus sustained."¹

Thus the Government of the United States in the outset notified Her Majesty's Government that it would expect indemnification from Great Britain for both the national and the individual losses, and Lord Russell met this notice on the 19th of December, 1862, by a denial of any liability for any injuries growing out of the acts of the Alabama.²

When this decision was communicated to the Government of the United States, Mr. Seward informed Mr. Adams that that Government did "not think itself bound
" in justice to relinquish its claims for redress for the
" injuries which have resulted from the fitting out and
" dispatch of the Alabama in a British port." This statement could have referred only to the claims for

¹ Am. Appendix, vol. III, pp. 72-3.

² *Ibid.*, p. 83.

national and for individual redress which had been thus preferred and refused.

As new losses from time to time were suffered by individuals during the war they were brought to the notice of Her Majesty's Government, and were lodged with the national and individual claims already preferred; but argumentative discussion on the issues involved was by common consent deferred.¹

In the course of these incidents, Mr. Adams had an interview with Earl Russell (described in a letter from Lord Russell to Lord Lyons, dated March, 27th, 1863), in which, referring to the well known and permitted conspiracy organized in Great Britain to carry on war against the United States through a naval marine created in British waters, and to the means ostentatiously taken to raise money in London for that purpose, he said, that there was "a manifest conspiracy in this country [Great Britain], to produce a state of exasperation in America, "and thus bring on a war with Great Britain, *with a view to aid the Confederate cause.*" And on the 23rd of October in the same year (1863), Mr. Adams proposed to Earl Russell for the settlement of these claims "some "fair and conventional form of arbitrament or reference."²

It does not appear that during the war the exact

¹ Mr. Adams to Earl Russell, Am. App., vol. II, p. 641.

² Am. App., vol. II, p. 182.