

This modest comment will wholly fail of its purpose if it does not make clear that we are dealing with two conventions, incorporating the experience of the past with that new diplomacy based upon the will to peace as the way to peace, and as a prerequisite even to the will, mutual respect on the part of the contracting nations for one another.

JAMES BROWN SCOTT.

A NOTE ON EXCHANGE V. M'FADDON

In a classroom discussion of *Exchange v. M'Faddon* a student admitting the logic and cogency of Marshall's classic opinion objected that the result was not equitable. The Rambouillet Decree, he said, was contrary to international law, and certainly was of no validity within the territorial jurisdiction of the United States, and that M'Faddon and others were in a strange situation when a United States court failed to return to them property which had been illegally seized, and the title to which had never been divested under their country's laws. The objection gave opportunity for drawing attention to the legal principle that by the Rambouillet Decree and the consequent seizure of the schooner *Exchange* rights in international law in favor of the United States were invaded, that M'Faddon and his partner were not subjects of rights in international law but objects of them. The student continued to insist upon the essential lack of equity in such a situation, and fortunately in this case the record has been preserved which serves to show that ultimately justice was done to the owners of the schooner *Exchange*. Under the treaty with France of 1831 French spoliation claims including those under the Rambouillet Decree were presented, principal and interest amounting to \$51,834,170.15. Those recognized as *prima facie* falling within the treaty amounted to \$41,640,838.35. The total amount awarded was \$9,352,193.47. The amount paid by France was \$5,558,108.07, allowing dividends equal to 59.86% upon the various claims according to the award. Claim No. 371 made by Robert Barry, trustee of Eliza, Antoinette, and John M'Faddon, and Richard Caton, assignee of Gretham and Devereaux, each claiming a one-half interest in the schooner *Exchange*, Dye, master, seized December, 1809, amounted to \$54,566.81. Barry and Caton were each allowed \$19,501.47. A record of these various transactions may be found in *Sen. Ex. Doc. No. 417, 23d Cong., 1st sess.*; *Sen. Ex. Doc. No. 204, 24th Cong., 1st sess.*; and *H. Ex. Doc. No. 117, 24th Cong., 1st sess.* These sums were paid to and receipted by Barry and Caton by treasury warrant as shown in *Sen. Ex. Doc. No. 74, 49th Cong., 1st sess., p. 64.* Perhaps this information may be of use to other teachers of international law who have students similarly sensitive to the equities lurking in this famous case.

J. S. REEVES.