

labour and time in efforts to bring the native population into such a condition, that safe and profitable relations, in regard to trade and general intercourse could be established with them. The exploration of the country, the expenditure for labour and of the parties engaged, the opening of roads, the strong force required as a protection against the Indians, their conciliation, brought about, sometimes by a resort to forcible measures, but chiefly by liberal dealing, effected a great change in the condition of the country, rendering it fit for immediate settlement. These were substantial benefits to the Government and people of the United States, under whose Sovereignty this Territory fell, and could not have been secured without a very large outlay. It is, of course, impossible to give any minute details of expenditures of this class, and of the advantages which the United States have derived from them, but the justice of extending to the Hudson's Bay Company liberal compensation, founded on these considerations, is too apparent to allow of any reasonable hesitation in admitting it.

It is obvious, that of the three classes of claims set forth in the foregoing Memorial, the first only consists of particulars which in their nature admit of direct proof of value, but with respect even to these, the Honorable The Commissioners are earnestly requested to notice, that circumstances which the claimants could in no degree prevent or control, have greatly impaired the means of producing such proof, in the positive and complete form which, otherwise, they would have been enabled to do. Among these circumstances may be specified, the aggressive acts, and the general conduct of American citizens, and of persons acting under the authority of the United States, commencing shortly after the 15th June, 1846, and continuing from year to year, by which the rights of the claimants under that Treaty were violated and denied, and their property and possessions were, in some instances, usurped and taken from them, and in others, were necessarily abandoned. This course of conduct was, perhaps, to be expected, from the anomalous position in which the Company were placed—a foreign Corporation exercising a *quasi* sovereignty, and exclusive rights over territory transferred to a Power, whose policy in dealing with such territory was diametrically opposed to that which the Company pursued, and from which they derived their profits. But however this may be, it is an un-