

amount to such guarantee, and this question must be answered by the words themselves, aided by the circumstances under which they are used. Apply this to the present case. Look at the circumstances of the Claimants—their License of exclusive trade which the Respondents say in several parts of their argument were all they had in the country—look at the fact of their use and exercise of this trade—the large establishments for carrying it on—the great number of men employed—and the notoriety of its extent and activity—and how is it possible to affect a doubt in the face of all these interpretative circumstances, that this trade was included among the “possessory rights” guaranteed by the treaty. What possessory right could be more palpable, undeniable and appreciable, than this great and wide-spread trade. The same course of reasoning will apply to the navigation of the Columbia, and I therefore abstain from offering any special observation with respect to that right.

In fine, the proposition of the Respondents, that nothing can be possessed which has not a corporeal existence; and that, consequently, the words “possessory rights,” as used in the treaty, apply only to objects which can be seen and felt and handled, and therefore do not include the rights of trade and navigation, is of the narrowest technical character, and with the whole argument upon it, seems to me trivial and misplaced, in connection with the present investigation. I have dwelt upon it too long, for I have not the slightest apprehension that the Commissioners will, upon any grounds like these, arrive at the conclusion that rights of trade and of navigation cannot be possessed and therefore are not comprised within the guarantee assumed by the treaty.

III—p. 5. The next question discussed in the answer is: “What are the possessory rights of the Company to land.” What follows from p. 5 to p. 7, Nos. 1, 2, 3, 4, with respect to the nature and extent of the possession, is fully answered in the Reply of the Puget Sound Agricultural Company, and in order to save the trouble of reference, I repeat the substance of what is said there, and in pretty nearly the same language.

It is undeniable that a concession was contained in the Treaty of 1846, that the Company had *possessory rights*. A similar concession is contained in the Treaty of 1863. It has been shown in