

The affidavits of several early navigators in further evidence of these purchases are also appended. (C.)

We have already referred to the orders given to Captain Kendrick by the owners. By them he was instructed *to be sure to purchase the soil of the natives* in case he made any improvements, and that it would not be amiss if he purchased some advantageous tract of land *in the name of the owners*, and that the instrument of conveyance should bear every authentic mark the circumstance would admit of. It was under this authority that Kendrick, from the stores of the Washington as fitted out by the owners, paid these chiefs in articles of merchandise of which they were in need, and which were then of great value to them, as is expressed in the consideration clause of some of the deeds.

Several original letters are filed with the memorial. Captain Kendrick writes to J. Barrell, dated Macao, March 28, 1792:

"In my last voyage I purchased of the natives five tracts of land, and copies of the deeds which were signed shall be sent you the first opportunity."

To this Mr. Barrell replies, under date of Boston, January 2, 1793:

"The copies of the deeds of the lands you have purchased are not yet at hand. I hope to receive them by next conveyance from you. At present they appear to be of little value, but in some future time they may possibly be worth possessing."

In the dispute in 1792, between Quadra, the Spanish Governor, and Captain Vancouver, respecting the possession of the building and spot of land said to belong to a British subject, Quadra applied to Captains Ingraham and Gray for a statement of the transactions on the northwest coast. Their written reply bears date "Nootka sound, August 3, 1792," and they say:

"As to the land Mr. Meares said he purchased of Maquinnah or any other chief, we cannot say further than that we never heard of any, although we remained among these people nine months and could converse with them perfectly well; besides this, we have asked Maquinnah and other chiefs, since our late arrival, if Captain Meares ever purchased any land in Nootka sound; they answered: 'No, that Captain Kendrick was the only man to whom they had ever sold any land.'"

This is the testimony of two respectable men, with no interest in the purchases, and no motives to falsify the truth, given within one year after the purchases. (See Vancouver's Voyage, vol. xxi, p. 345-6; Greenhow's Memoir, p. 214.)

For an account of the dispute between Great Britain and Spain relating to Nootka sound, see Wheaton's Elements of International Law, part ii, chapter 4; also, Twiss on the Oregon question, London, 1846.

In this controversy both the British and Spanish nations recognized the right which an individual had at that time to purchase the lands of the Indian chiefs. It was claimed that the purchase of Meares, an Englishman, conferred upon the British government the right of sovereignty. The fact of any purchase being made by Meares was contested, and it was fully proved that the chiefs never sold any lands to Meares or to any other person than Captain Kendrick, whom they acknowledged to be the proprietor.

Mr. Robert Duffie, the supercargo of a Portuguese vessel, being requested by Vancouver to give his testimony respecting the Nootka sound difficulties between England and Spain, says: "That in July, 1789, he found the tents and houses of some of the people belonging to the Columbia, commanded by Mr. John Kendrick, under the flag and protection of the United States of America". (See Vancouver's Voyage, vol. i, chapter 10, p. 405.)