

that according to Ross and Irving the British took possession of Astoria November 12th, and according to Frauchère November 23d. The facts are that the only date given by Irving is that of the signing of the contract, October 16th. He evidently considers this the only important date, as settling the matter beyond any possibility of withdrawal on either side. Frauchère's date is October 23d, and not November 23d, as stated by Mr. Bancroft. Ross I have not at hand, but this authority is repeatedly discredited by Mr. Bancroft himself, and he is certainly incorrect when he says (as quoted by Mr. B.): "Astoria was delivered up to the Northwest Company on the 12th of November, after nearly a month of suspense between the drawing and the signing of the bills," as the agreement itself specifies October 16th as the day on which it was signed and sealed. If this is not willful perversion of the facts, it is certainly at least inexcusable carelessness."

Instead of the negotiations dragging, they seem to me to have been conducted with great haste, considering the magnitude of the transaction. On October 11th the main Northwest flotilla arrived. On October 16th the contract was drawn up and signed, specifying that the delivery should be made as soon as the necessary inventories could be taken; and one week later, October 23d, the actual delivery took place. If McGillivray and McTavish had refused to receive the property after the signing of the agreement, when McDougal was ready to turn it over, and it had after such tender been taken by a British ship, there is not a court in Christendom which would not have compelled the Northwest Company to pay Mr. Astor according to the agreement, and it is absurd to argue that any drawing back on the part of the British was then attempted.

Mr. Bancroft says the other partners were on the spot and acquiesced in all that was done. This is not so. McKenzie was the only partner at Astoria at the time, and McDougal seems to have ignored him and acted alone under the authority which he claimed had been delegated to him by Hunt. But Hunt had not, and could not have done so, as this was a new matter which could only have been legally determined by a majority of the resident partners. This was evidently felt by McDougal, as the agreement between him and the Northwest Company, which is not even signed by McKenzie, begins as follows: "The Association heretofore carrying on the fur trade to the Columbia River and its dependencies, under the firm and denomination of the Pacific Fur Company, being dissolved on the 1st of July last, by Duncan McDougal, Donald McKenzie, David Stuart, and John Clarke, with the intention to abandon the trade in that quarter, it is hereby agreed," etc. I think it very plain, from what has already been stated, that this position is not tenable, as the proposed abandonment of