

ated with the Hon. A. A. Dorion, and George Brown in power. It does not appear that there was any request or suggestion by the Imperial Government to Canada to make the purchase: on the contrary, the Duke's opinion on the subject at the time, as given us in Sir Edward W. Watkin's work, "Canada and the United States—Recollections 1851 to 1886," p. 129, in letters from His Grace, *ad rem* to (then) Mr. Watkin, representing certain parties on 'Change in negotiation for the purchase, is expressed thus: "I do not think Canada can, or if she can, *ought* to take any large share in such payment. Some of her politicians would, no doubt, support the proposal with views of their own, but it would be a serious, and, for sometime, unremunerative, addition to their very embarrassing debt."

During the two years following the fall in June, 1862, of the McDonald (J. A.)-Cartier Ministry, the subject of purchase of Hudson's Bay Company's rights was not brought up in Council in Canada, but the scheme of an "Atlantic and Pacific Transit and Telegraph Company," in which Americans (U.S.) as well as Columbians, Canadians, and the new Hudson's Bay Company were associated, was started, and prominently urged. To the present writer, cognizant of the facts and difficulties in the way, the project was a "dance in air," baseless, and calculated but to serve the interests of the new Hudson's Bay Company as tacit admission (by implication) of their claim as a chartered proprietary of at least thirteen hundred miles of the wild—all fine wheat-field—to be traversed. On this head, reference may be made to Sessional Papers, Canada No. 31, and same 64, vol. 23, No. 62. This last is a Minute of Council, of Canada, approved by the Governor-General, 18th February, 1864, in which, after condemning the scheme as immature, the Minute states: "The Committee are of the opinion that in view of the recent change in the constitution and objects of the Hudson's Bay Company, which, from the correspondence laid before the House of Lords, appears to have been affected, and the claims which the new organization have reiterated with the apparent sanction of His Grace the Duke of Newcastle, to territorial rights over a vast region not included in their original charter, it is highly expedient that steps be taken to settle definitely the North-west boundary of Canada."

The Committee, therefore, recommend that correspondence be opened with the Imperial Government with a view to the adoption of some speedy, inexpensive and mutually satisfactory plan to determine this important question "and that the claim of Canada be asserted to all that portion of Central British America which can be shown to have been in the possession of the French at the period of the cession in 1763."

As to this "claim" on "French title" more anon!

SALE FROM OLD TO NEW HUDSON'S BAY COMPANY.

Failing to meet the financial exigencies of the case, the Duke, in his despair, allowed himself to be approached by capitalists from Capel Court, associated for speculation generally in the world's money mart under the name of the Anglo-International Financial Association, who undertook to pay in "cash over the counter," on or before a certain day, viz., 2nd July, 1863, to the old Hudson's Bay Company, the required million and a half pounds sterling provided that in the meantime, on proper enquiry, the bill of the Company, as presented, should be found to be correct and satisfactory. The sole consideration to be

SUBSTITUTION IN THEIR CHARTERED RIGHTS AND PROPERTY GENERALLY.

Their Bill, exclusive of "Territorial Rights"—so stated in Sessional Papers, Canada, 1869, No. 25 (towards end) was as follows:

BILL OF SALE.

1. The Assets (exclusive of Nos. 2 and 3) of the Hudson's Bay Company, recently and specially valued by competent valuers, at.....	£1,023,569
2. The landed territory not valued.....	370,000
3. A cash balance of.....	1,393,569
Leaving a balance for "2. Landed Territory, not valued" of.....	106,431
	£1,500,000

The first item, as stated in said Sessional Papers, covers "ships, goods, pelts and business premises in England and Canada."

The second item may (probably did) refer to certain lands, bought from the Crown in British Columbia, which are thus referred to in Hon. George Brown's Report, 26th January, 1865, in Journals, Legislative Assembly, Canada, Vol. 25, p. 48, towards end of report: "In addition to its chartered territory, the Company possess the following landed property:—Several plots of land in British Columbia, occupying most favourable sites at the mouths of rivers, the titles to which have been confirmed by Her Majesty's Government; farms; building sites in Vancouver's Island and in Canada, ten square miles at La Cloche on Lake Huron, and tracts of land at fourteen other places."

Add to that a total of "45,150" acres at their 144 trade posts; also "Upper Fort Garry and town" (since city) of Winnipeg, including the enclosed part around shop, and ground at the entrance of the town—500 acres; Lower Fort Garry (including the farm the Company have under cultivation), 500 acres; White Horse Plain (now in city limits), probably 500 acres.

Of these fifteen hundred acres (about two-thirds now city building lots) there is specific confirmation of title. (See Prefix to Statutes of Canada, 1872, p. lxiii.)

Now, under clause 5 of the Deed of Surrender by the New Hudson's Bay Company to the Crown, "The Company may, at any time after acceptance (by the Crown) of such Surrender, and transfer of Rupert's Land to the Dominion of Canada, claim in any township or district within the Fertile Belt in which land is set out for settlements, grants of land not exceeding *one twentieth part* of land so set out."

By clause 6 the Fertile Belt is defined to be bounded as follows:—"On the South by the United States boundary; on the West by the Rocky Mountains; on the North by the northern branch of the Saskatchewan River; on the East by Lake Winnipeg, the Lake-of-the-Woods, and the waters connecting them."

The total area of this Fertile Belt—an unbroken wheat-field of highest character—may be estimated at 400,000 (four hundred thousand) square miles; one-twentieth of which (20,000 square miles) represents 12,800,000 acres, value, with coal measures, etc., say FIFTY MILLION DOLLARS.

All this *beyond* the bill of sale from the Old Company! On what grounds such a "deal" was condoned by the Imperial Government does not appear. The Deed of Surrender bears date 19th November, 1869. The Duke of Newcastle died on 18th October, 1864; his colleague, Palmerston (Premier) just one year after. Their struggle in the difficulty was continued by an Imperial Ministry equally alive and faithfully true to the national interests in their charge, but the combination against them was too strong, and *ex necessitate*, they gave way. What that combination was; how it worked; and with what results—a story of singular novelty and interest—must be left to other pages.

In the meantime, to close, somewhat curtly, this chapter of my little monograph, be it said:

That in all this, the *Old* Hudson's Bay Company, the venerable noble "Merchant Adventurers of England trading into Hudson's Bay"—a close corporation of a few (a dozen or less) stockholders with an effective agency covering all North America (including Alaska, then) north of the United States, and the whole Pacific Slope from Behring's Straits to the Gulf of California—had no part. Satisfied with the ordinary legitimate profits of their trade, they took no part in the courts of Mammon.

In the present instance, pressed by the Government of the day, they, with a simple assertion of their well-earned rights yielded: asking, in common justice, only compensation for their loss. Voluntarily, they laid that at actually less—by probably one-half or much more—than they might have justly claimed.

THEY IGNORED ALTOGETHER LAND GRANT UNDER THEIR CHARTER.

Their trade plant, cash in bank, and bought lands in British Columbia and old Canada—all at really a low valuation, was all they charged. Moderate, certainly!

In the case of the East India Company under a similar charter as to trade, but with no effectual land grant of any account, the compensation by the Imperial Government on