

have done, the next question is, whether the words which he cites, as the terms of "the purchase," are correct or not. It is true that Mr Greenhow, in his first Reply to me, spoke of "a merely gratuitous and unfounded opinion as to the limits of Louisiana." This remark I thought referred to some opinion of my own; but he now says, that he applied it to Dr Bradford's statement, which I had said, he did not declare to be inaccurate. These American authorities are, therefore, opposed to each other. Dr Bradford, unfortunately, is no longer alive. He was a man of learning and talent, and I should not think him to have been capable of inserting in his history, as a citation from authority, a merely gratuitous and unfounded opinion of his own. He had no motive to misrepresent the facts, and I prefer his authority.

Mr Greenhow says, there is no "agreement" except the Treaty of 1803. I think he merely plays on words. The Treaty does not define the boundaries of Louisiana; but before any Treaty can be signed, there must be certain negotiations to settle the subject matter of it. If, when the Treaty is signed, it contains particulars of the subject matter, then the Treaty is the agreement to which the parties refer. But if the Treaty does *not* contain such particulars, and the documents which passed between the respective Governments do contain them, such documents may be referred to. If, therefore, Dr Bradford has cited an official document accurately, in the passage I cited from his work, it is good evidence in this question. The public documents of a public negotiation cannot be set aside as worthless when a Treaty is concluded.

But the fact is, that Mr Greenhow, in this discussion on the word "agreement," altogether loses sight of the object for which I cited the passage from Dr Bradford's work. It is an American authority respecting the existence of British rights in that part of the Oregon Territory in which the existence of such rights is now denied.

Secondly, I stated, "that prior to the exercise of any authority in the Oregon Territory, under the orders of the Government of the United States, the Government of Great Britain had "taken possession" of it; and that the "taking possession" of a new country by persons officially authorised—and no private person could assume the authority—was the exercise of a sovereign power, a distinct act of legislation in the case of the British Government—the Crown having the power to legislate alone in such cases—by which the Territory became annexed to the dominions of the Crown. I added, that the Spaniards never *occupied* the country; and that if they had done so, the Government of the United States could have made no claim to any part of it in 1814—five years before the Florida Treaty was made. The country was open to any *Government* to possess and occupy it, notwithstanding any mere formal act of possession, unaccompanied by occupation, which any Government might have already sanctioned.

Mr Greenhow charges me with inconsistency in these remarks. They are perfectly consistent. The mere act of "taking possession" by the Spaniards was of no avail, for they abandoned the Territory. The act, also, of "taking possession" by Vancouver, under the orders of his *Government*, and with its approval, would have been a nullity, if a settlement or occupation had not been made. Such possession, however, followed by occupation, was first