

Enclosure.

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It is not proposed at present to discuss the validity of the charter of the Hudson's Bay Company; a careful perusal of it will suggest many doubts whether it be not altogether void; but, assuming that it may be sustainable for every or for any of the purposes for which it was intended, and, for the moment, conceding that the indefinite description of the territory purporting to be granted does not vitiate the grant, there is a question as to the limits of that territory in which the province of Canada is deeply interested.

The parts of the charter bearing on this question are as follow: 1. "All the lands and territories upon the countries, coasts, and confines of the seas, bays, lakes, rivers, creeks, and sounds aforesaid" (stated in a preceding part to be those which lie "within the entrance of the straits commonly called Hudson's Straits," in whatsoever latitude such bays, &c. should be) "that are not already actually possessed by or granted to any of our subjects, or possessed by the subjects of any other Christian prince or state, with the fishing of all sorts of fish, whales, sturgeons, and all other royal fishes in the seas, bays, inlets, and rivers within the premises, and the fish therein taken, together with the royalty of the sea upon the coasts within the limits aforesaid, and all mines royal, as well discovered as not discovered, of gold, silver, gems, and precious stones to be found or discovered within the territories, limits, and places aforesaid; and that the said land be from henceforth reckoned and reputed as one of our plantations or colonies in America called Rupert's Land: And further, we do, by these presents, for us, our heirs, and successors, make, create, and constitute the said Governor and Company for the time being, and their successors, the true and absolute lords and proprietors of the same territory, limits, and places aforesaid, and of all other the premises hereby granted as aforesaid, with their and every of their rights, members, jurisdictions, prerogatives, royalties, and appurtenances whatsoever, to them the said Governor and Company and their successors for ever, to be holden of us, our heirs, and successors, as of our manor of East Greenwich, in our county of Kent, in free and common soccage."

And 2. "And furthermore, we do grant unto the said Governor and Company, and their successors, that they and their successors, and their factors, servants, and agents, for them and on their behalf, and not otherwise, shall for ever hereafter have, use, and enjoy not only the whole, entire, and only trade and traffic, and the whole, entire, and only liberty, use, and privilege of trading and trafficking to and from the territory, limits, and places aforesaid, but also the whole and entire trade and traffic to and from all havens, bays, creeks, rivers, lakes, and seas into which they shall find entrance or passage by water or land out of the territories, limits, or places aforesaid, and to and with all the natives and people inhabiting within the territories, limits, and places aforesaid, and to and with all other nations inhabiting any of the coasts adjacent to the said territories, limits, and places which are not granted to any of our subjects."

Prior to this charter, there was little or nothing done within Hudson's Bay in the way of taking any actual possession of the territory granted. The bay had been discovered; several ships from time to time had entered it, and probably some interchange of commodities with the Indians had taken place while the vessels remained within the straits; but nothing whatever was known of the interior. Charles the Second claimed, for it was no more than a claim, all the territory which the discovery of the straits and bay could confer on the British Crown. The French Crown, in like manner, had claimed, by reason of their actual settlement of Canada, and of their progressive discoveries and trade, not only all the western territory, including that now in dispute, but even the Bay of the North, and thence to the Pole; but neither French nor English had, in 1670, actually penetrated, so far as appears, within many hundred miles of the Red River.

The settlements made by the Hudson's Bay Company were at first confined to those on the shores of James' Bay, and at the Churchill and Haye's Rivers. Henley House, which is about 150 miles up the Albany River, was not erected before the year 1740. The Company afterwards erected Fort Nelson, which is laid down on the maps at about 200 or 230 miles from the mouth of Churchill River, and the fort at Split Lake, which is represented as about 140 miles from the mouth of the Nelson River. It is believed that these two last-named forts are of comparatively modern erection; but that, at all events, for more than a century after the date of the charter, these, together with the forts on or near the shores of the bays, were the only settled posts of the Hudson's Bay Company.

This throws some light upon the view which the Company practically adopted of the extent of their territories.

In many written documents they treat Hudson's Straits and Bay as the governing and principal matter in reference to, or for the purpose of securing which, the grant of territory was made to them.

In a petition addressed by the Hudson's Bay Company to Charles the Second in 1682, they say that his Majesty was graciously pleased to incorporate them, and to grant to them for ever all the said bay and the straits leading thereunto called Hudson's Straits, with all the lands and territories, rivers, and islands in and about the said bay, and the sole trade and commerce there: and referring to a letter of Mons. De la Barre, the Governor of Canada, threatening to drive them out, they observe, they doubt not but that by the King's Royal authority and protection they will be enabled to defend his undoubted right and their own, within the bay "wherein never any nation but the subjects of your Imperial Crown has made discoveries or had any commerce."

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