

The claim of the Hudson's Bay Company then had a basis in public law. It will be shewn hereafter that the Treaty of 1846 admitted, confirmed and enlarged that claim. It superadded to the obligation founded in justice and the Law of Nations, the special assumption of an obligation to respect the rights of the Company not for a limited time or in a qualified manner, but perpetually and absolutely.

A second objection made to the possession or title of the claimants, is that it was limited as to time by the terms of the Licenses, granted the one in 1821 and the other in 1838. This objection rests on an entire misconception. These Licenses originated nothing, granted nothing, but a privilege of exclusiveness. As to the limitation of twenty years, it was made necessary by the terms of the statute, and that limit was inserted in the statute upon the suggestion and at the instance of Mr. Ellice acting for the Company. The statute was in fact passed for the Company, and the license of exclusive trade would have been renewed as a matter of course, or the rights and interests of the Company have been protected in some other satisfactory manner. The answer to the objection has been already given by showing that the substantial rights of the Company were antecedent to the Licenses and entirely independent of them. They were merely an incident growing out of circumstances which rendered necessary the intervention of the Government to prevent violence and bloodshed, and were in fact a measure of police in the form of a grant of a commercial privilege. They recognized, but neither constituted nor increased the rights of the Company in the trading posts and other possessions. As to their trade they added something which may or may not have made it more valuable, but which certainly had not the effect of taking it away. The possession of the country, the trading establishments, the trade itself, existed long before, and it was for the special reason that they existed, and in order to prevent dangerous competition and disturbances, that the added right of excluding rival traders was given. This right was of little or no value, or practical utility, and when it expired it left the Company with all the substantial rights which existed independently of it.

I am satisfied that this is a true and sufficient answer to this objection, and without further remark I submit it for consideration.