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BRITISH AND AMERICAN JOINT COMMISSION

ON

HUDSON'S BAY AND PUGET'S SOUND AGRICULTURAL
COMPANIES' CLAIMS.

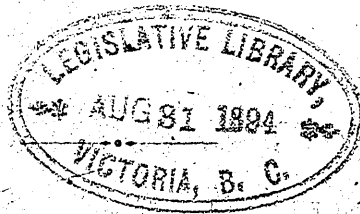
IN THE MATTER

OF THE

Hudson's Bay and Puget's Sound Agricultural Companies.

TESTIMONY ON PART OF THE UNITED STATES,

MISCELLANEOUS.



WASHINGTON CITY:

McGILL & WITHEROW, PRINTERS AND STEREOTYPERS.

1867.



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EVIDENCE

FOR

THE UNITED STATES

IN THE MATTER OF THE CLAIMS OF THE

HUDSON'S BAY AND PUGET'S SOUND
AGRICULTURAL COMPANIES,

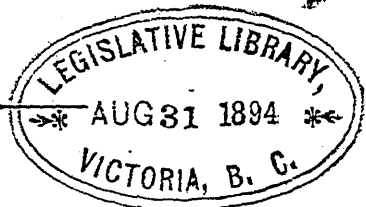
PENDING BEFORE THE

BRITISH AND AMERICAN JOINT COMMISSION,

FOR THE

FINAL SETTLEMENT OF THE SAME.

MISCELLANEOUS.



WASHINGTON, D. C.:

M'GILL & WITHEROW, PRINTERS AND STEREO-TYPERS.

1867.

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BRITISH AND AMERICAN JOINT COMMISSION

ON THE

HUDSON'S BAY AND PUGET'S SOUND AGRICULTURAL COMPANIES' CLAIMS.

In the matter of the Claim of the Hudson's Bay Company vs. the United States of America.

It is moved by the undersigned Counsel that an order or commission be issued for taking evidence, as well on the part of the Hudson's Bay Company, as of the United States of America, in London, or elsewhere in Great Britain; that such order or commission be addressed to any judge or clerk of a court of record, barrister, solicitor, or attorney, court commissioner, justice of the peace, or notary public, or to such other officers or persons as the Honorable the Commissioners may be pleased to designate; that the witnesses produced by either party be examined and cross-examined *viva voce*, after reasonable notice to the other party; that all objections to evidence and other questions of law or practice be reserved, and that the evidence, with all the documents and papers, together with a report of all such objections, be returned before the Honorable the Commissioners with all convenient diligence.

CHAS. D. DAY,
For the Hudson's Bay Company.

24th July, 1865.

I assent to the above,
C. CUSHING.

BRITISH AND AMERICAN JOINT COMMISSION,
ON HUDSON'S BAY AND PUGET'S SOUND
AGRICULTURAL COMPANIES' CLAIMS.

In the matter of the Claim of the Puget's Sound Agricultural Company
against the United States of America.

It is moved by the undersigned Counsel that an order or commission be issued for taking evidence, as well on the part of the Puget's Sound Agricultural Company, as of the United States of America, in London, or elsewhere in Great Britain; that such order or commission be addressed to any judge or clerk of a court of record, barrister, solicitor, or attorney, court commissioner, justice of the peace, or notary public, or to such other officers or persons as the Honorable the Commissioners may be pleased to designate; that the witnesses produced by either party be examined and cross-examined *viva voce*, after reasonable notice to the other party; that all objections to evidence and other questions of law or practice be reserved, and that the evidence and all the documents and papers, together with the report of all such objections, be returned before the Honorable the Commissioners with all convenient speed.

CHAS. D. DAY,

For the Puget's Sound Agricultural Company.

24th July, 1865.

I assent to the above.

C. CUSHING.

Mr. Cushing to Mr. C. A. Seward.

355 H STREET, Washington, July 18, 1866.

SIR: Herewith you will receive the following documents, namely:

1. The authority of the Secretary of State, empowering you to act for the United States in the taking of evidence in England, whether for or against the United States, in the matter of the claims of the Hudson's Bay and Puget's Sound Agricultural Companies.

2. Duly certified copies of agreements between the Hon. Charles D. Day and myself, the official counsel of those Companies here, and of the United States, relative to the manner of taking evidence in England.

3. Copy of the memorial of the Hudson's Bay Company, and of that of the Puget's Sound Agricultural Company, now pending before the International Commission at Washington.

4. A memoir on the subject of the claims of those two Companies, according to the view thereof taken by the United States.

5. A memorandum of certain specific points of inquiry which, in the interest of the United States, it is deemed desirable to investigate at London, either by calling for papers or entries in the archives of those Companies, or by examination of the proper officers thereof.

I have to beg you, in the first place, to possess yourself fully of the contents of these accompanying documents, and then to exercise your own best judgment and discretion for the protection of the rights of the United States, as well in the cross-examination of witnesses, or the scrutiny of documents produced by either of said Companies, as in the production and examination of witnesses, and the procurement of documents in behalf of the United States.

You will observe that the agreement between Mr. Day and myself, while it names Mr. Thomas Maynard as the Solicitor of the Companies, yet contemplates the possibility of some other person being employed to the transaction of the present business; while the same agreement contemplates that the Solicitor appearing for the United States shall, in person, communicate his authority to the Solicitor of the Companies. To prevent all misapprehension in this respect, I suggest to you, in concurrence with Mr. Day, that you communicate in the first instance with Thomas Fraser, Esq., Secretary, Hudson's Bay House, London.

I have the honor to be, very respectfully,

C. CUSHING.

Counsel of the United States.

CLARENCE A. SEWARD, Esq.

**BRITISH AND AMERICAN JOINT COMMISSION,
ON HUDSON'S BAY AND PUGET'S SOUND
AGRICULTURAL COMPANIES' CLAIMS.**

**In the matter of the Claim of the Hudson's Bay Company against the
United States.**

It is hereby stipulated and agreed between the undersigned, Counsel for said parties, respectively, that any and all evidence which either party may desire to take, whether in London, or elsewhere in Great Britain, may, and shall be taken under the following conditions, namely :

First. Such evidence shall be taken before any judge, clerk of court, barrister, solicitor, attorney, court commissioner, justice of the peace, notary public, or such other officer or person authorized by the law of the place and country to take depositions, who shall be mutually agreed upon by the parties or selected by the party in whose behalf the evidence is taken.

Second. The Hudson's Bay Company shall be represented in this behalf by Thomas Maynard, of London, in England, Esquire, solicitor, or by such other person as they may appoint, with due notice to the Solicitor of the United States as well to attend to and conduct the taking of evidence in their behalf, and to give notice thereof, as to receive notice of evidence to be produced by the United States, and to cross-examine witnesses, and to do all other acts in the premises needful and proper to be done for the protection of the rights and interests of the said Company.

Third. The Secretary of State of the United States will, by proper authority under his hand, appoint a suitable person as solicitor to represent the United States in this behalf, to attend to and conduct the taking of evidence for them, to receive notice of evidence to be produced by the Hudson's Bay Company, and cross-examine witnesses, and to do all other acts in the premises needful and proper to be done for the protection of the interests of the United States. Such solicitor so appointed to act for the United States will, as soon as may be, in person communicate his authority to the

Solicitor of the Hudson's Bay Company, and be prepared to act with him in the premises.

Fourth. Reasonable notice shall be given by either party to the other of the time and place of taking evidence, with name or names of the witness to be examined.

Fifth. The witnesses produced by either party shall be examined *viva voce*.

Sixth. All objections to evidence or other questions of law or practice arising in the course of taking such evidence shall be reserved.

Seventh. The evidence with all the documents and papers or certified copies of them, together with the report of all such objections, shall be returned with all convenient diligence, addressed to the Honorable the Joint Commissioners, at Washington, in the United States.

C. CUSHING,
Counsel for the United States.
 CHAS. D. DAY,
Counsel for the H. B. Co.

11th July, 1856.

BRITISH AND AMERICAN JOINT COMMISSION,
 ON HUDSON'S BAY AND PUGET'S SOUND
 AGRICULTURAL COMPANIES' CLAIMS.

No. 355 H STREET NORTH, WASHINGTON, July 16, 1866.

I certify that the within is a true copy of the original on file in this office.

GEORGE GIBBS,
Clerk to the Commissioner on the part of the United States.

UNITED STATES OF AMERICA, }
Department of State.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

I certify that George Gibbs, whose name is subscribed to the paper hereunto annexed, is now, and was at the time of

subscribing the same, clerk to the Commissioner on the part the United States to the British and American Joint Commission on Hudson's Bay and Puget's Sound Agricultural Companies' Claims duly commissioned; and that full faith and confidence are due to his acts as such.

In testimony whereof, I, William H. Seward, Secretary of State of the United States, have hereunto sub-
 [SEAL.] scribed my name and caused the seal of the Department of State to be affixed.

Done at the City of Washington this seventeenth day of July, A. D. 1866, and of the Independence of the United States of America the ninety-first.

WILLIAM H. SEWARD.

BRITISH AND AMERICAN JOINT COMMISSION,
 ON HUDSON'S BAY AND PUGET'S SOUND
 AGRICULTURAL COMPANIES' CLAIMS.

In the matter of the Claim of the Puget's Sound Agricultural Company against the United States.

It is hereby stipulated and agreed between the undersigned, Counsel for said parties, respectively, that any and all evidence which either party may desire to take, whether in London, or elsewhere in Great Britain, may, and shall be taken under the following conditions, namely:

First. Such evidence shall be taken before any judge, clerk of court, barrister, solicitor, attorney, court commissioner, justice of the peace, notary public, or such other officer or person authorized by the law of the place and country to take depositions, who shall be mutually agreed upon by the parties or selected by the party in whose behalf the evidence is taken.

Second. The Puget's Sound Agricultural Company shall be represented in this behalf by Thomas Maynard, of London, Esquire, solicitor, or by such other person as may be appointed by the Company, with due notice to the Solicitor of the United States, as well to attend to and conduct the

taking of evidence in their behalf, and to give notice thereof, as to receive notice of evidence to be produced by the United States, and to cross-examine witnesses, and to do all other acts in the premises needful and proper to be done for the protection of the rights and interests of the said Company.

Third. The Secretary of State of the United States will, by proper authority under his hand, appoint a suitable person as solicitor to represent the United States in this behalf, to attend to and conduct the taking of evidence for them, to receive notice of evidence to be produced by the Puget's Sound Agricultural Company, and cross-examine witnesses, and to do all other acts in the premises needful and proper to be done for the protection of the interests of the United States. Such solicitor so appointed to act for the United States will, as soon as may be, in person communicate his authority to the Solicitor of the Puget's Sound Agricultural Company, and be prepared to act with him in the premises.

Fourth. Reasonable notice shall be given by either party to the other of the time and place of taking evidence, with the name or names of the witness to be examined.

Fifth. The witnesses produced by either party shall be examined *viva voce*.

Sixth. All objections to evidence or other questions of law or practice arising in the course of taking such evidence shall be reserved.

Seventh. The evidence, with all the documents and papers, or certified copies of them, together with the report of such objections, shall be returned with all convenient diligence, addressed to the Honorable the Joint Commissioners, at Washington, in the United States.

C. CUSHING,
Counsel for the United States.
 CHAS. D. DAY,
Counsel for the P. S. A. Co.

July 11, 1866.

BRITISH AND AMERICAN JOINT COMMISSION,
ON HUDSON'S BAY AND PUGET'S SOUND
AGRICULTURAL COMPANIES' CLAIMS.

No. 355 H STREET NORTH, WASHINGTON, *July 16, 1866.*

I certify that the within is a true copy of the original on file in this office.

GEORGE GIBBS,

Clerk to the Commissioner on the part of the United States.

UNITED STATES OF AMERICA, }
Department of State.

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

I certify that George Gibbs, whose name is subscribed to the paper hereunto annexed, is now, and was at the time of subscribing the same, clerk to the Commissioner on the part of the United States to the British and American Joint Commission on Hudson's Bay and Puget's Sound Agricultural Companies' claims, duly commissioned; and that full faith and confidence are due to his acts as such.

In testimony whereof, I, William H. Seward, Secretary of State of the United States, have hereunto subscribed my name and caused the seal of the Department of State to be affixed.

Done at the City of Washington, this seventeenth day of July, A. D. 1866, and of the Independence of the United States of America, the ninety-first.

WILLIAM H. SEWARD.

Mr. C. A. Seward to Hon. W. H. Seward.

NEW YORK, *September 29, 1866.*

The Hon. WILLIAM H. SEWARD,
Secretary of State, Washington D. C.

SIR: I have the honor to report in the above entitled matter, that on the 23d of July last, I was notified at Baden Baden, by Mr. Moran, Secretary of Legation at London,

that the instructions and papers promised by Mr. Cushing had arrived at the Legation, and were there awaiting my attention. I immediately repaired to London, procured the papers, and after acquainting myself with their contents, placed myself in communication with Sir Edmund Head, Governor of the Hudson's Bay Company. He promised me every facility in making the investigation desired by Mr. Cushing, but before allowing any examination to be made, he referred the whole matter, together with myself, to Mr. Denton, the Solicitor of the Company. I called upon him, and he promised equal facilities with Sir Edmund Head, but, in turn, requested me to await the return of one of the counsel for the Company, who was professionally engaged in some provincial town. In the meantime, Mr. Denton requested me to furnish a statement of the points as to which the two Companies were desired to give information. I did so at once, and finally prevailed upon Mr. Denton to forego the attendance of the counsel of the Company, and himself to attend the examination on their behalf. He finally consented to do this, and upon the agreed day he produced two witnesses, who he said were the only two persons in the employ of the Companies in London who could furnish any information upon any of the points named in the furnished statement. The examination of those two witnesses is herewith submitted. Mr. Denton marked several points for cross-examination, but after consultation with the officers of the Company, he informed me that all cross-examination was waived. He desired, however, to submit two schedules on behalf of the Companies, and said he forward them to me at Paris. He did so, and they will be found among the papers. I, of course, had no opportunity to cross-examine upon the contents of these papers.

I return, herewith, all the papers forwarded to me at London. * * * * *

I have the honor to be, with great respect your obedient servant,

C. A. SEWARD.

Mr. C. A. Seward to Mr. Cushing.

NEW YORK, September 29, 1866.

The Hon. CALEB CUSHING,

Washington, D. C.

MY DEAR SIR: I duly received in London the papers in the matter of the Hudson's Bay and Puget's Sound Companies, sent by you to me, and I have to-day forwarded to the Secretary of State the result of my labors in London, including in the package all the papers sent to me. I endeavored, as faithfully as I could, to elucidate all the information requested in your statement of points. Of course I had some difficulty in procuring any information. Although the Company and their counsel asseverated entire willingness to furnish every thing desired, yet you know how hopeless a task it would have been for me to sit down in front of the books of a company which claims to have been incorporated since 1670, and to find out from personal examination of the books anything which would have been of use to you. I, therefore, furnished the Solicitor of the Companies with a statement in writing of the points on which I desired information, and requested him to furnish me with witnesses who could answer the questions springing from those points.

After much delay, owing to the fact that an English solicitor hesitates to invade the domain of the barrister, and to cross-examine orally a witness in a legal proceeding, two witnesses were produced to me—one the aged book-keeper of the Company, and the other a sort of sub-accountant. The examination will best advise you how successful I was, but I could not elucidate, as I desired, some of the points mentioned in your written instructions.

1. The prospectus annexed shows that the value of the property of the Hudson's Bay Company was £1,023,569, but of what this was made up, I could not procure any information. The examination extended over much more time than appears from the report, for only such answers were put

down as tended to throw light upon the points suggested by you. At any rate that valuation, as stated in your instructions, was verified by the production of the prospectus.

2. The change in the organization of the Hudson's Bay Company was fully explained by the witnesses. It was in brief, this: The London Financial Society agreed to purchase up the stock, water it, and then reissue it at an advanced value, and sell if they could. This was done to a great extent, but no actual change was made in the organization of the Company. * * * *

3. The acquisition by the Puget's Sound Company of their lands is fully explained, and the amount of purchase money paid therefor, and the amount of money paid for improvements thereon, is given.

4. I could not ascertain anything about the amount of money paid on the purchase of Fort Hall.

5. Nor could I ascertain anything as to the amount paid by the Hudson's Bay Company for original purchases, or for permanent improvements thereon.

6. The laborer question I have explained. As the witness suggests that the books of the Company would show how much profit the Company made upon the materials with which the laborers were paid their wages, I left it for your discretion to demand the extracts from the books.

7. Upon the question of profits, the abstract which the claimants annex is the best information that they could give. The aged accountant would only show me how the accounts were kept in general.

Trusting you will rest assured that I did the best I could in the premises,

I have the honor to be, with great respect,
Your obedient servant,

C. A. SEWARD.



BRITISH AND AMERICAN JOINT COMMISSION

ON THE

HUDSON'S BAY AND PUGET'S SOUND AGRICULTURAL COMPANIES CLAIMS.

In the matter of the Claim of the Hudson's Bay Company and Puget's Sound Agricultural Company vs. the United States of America.

HUDSON'S BAY HOUSE, *September 3, 1866.*

Depositions of witnesses taken on behalf of the United States under and pursuant to the annexed stipulation.

TESTIMONY OF EDWARD ROBERTS.

I, Edward Roberts, accountant of the Hudson's Bay Company in London, do depose and say:

I have been such accountant for forty or fifty years, and as such accountant, have a knowledge of the books and accounts of the Hudson's Bay Company. There is no one in this country that knows more of the accounts of the Company than I do.

The two Companies above named have mutual transactions. If the Puget's Sound Company wish goods, they apply to our Company for them.

None of the profits of the Puget's Sound Company come to the possession of the Hudson's Bay Company.

The Puget's Sound Company are considerable debtors to the Hudson's Bay Company; I think about twenty-five thousand pounds. This arose from supplying the Puget's Sound Company with goods.

I know of no arrangement whereby the Puget's Sound Company, if they recover anything against the United States, are to discharge therefrom their indebtedness to the Hudson's Bay Company.

The accounts of the Puget's Sound Company are kept in London by Mr. Armit. Mr. Armit is not compensated by the Hudson's Bay Company for the work done for the Puget's Sound Company. He is also employed by the Hudson's Bay Company. The accounts of the two Companies are distinct. I do not know if the Puget's Sound Company is in the receipt of an annual income.

It is a long time since the Puget's Sound Company made any payment to the Hudson's Bay Company.

The Hudson's Bay Company have an interest as purchaser of shares in the Puget's Sound Company to one thousand three hundred and eighty-six shares, at par one hundred pounds each, upon which was paid ten pounds each.

The Hudson's Bay Company has derived no dividend or income from these one thousand three hundred and eighty-six shares. These one thousand three hundred and eighty-six shares were purchased at different dates, from September, 1863.

I think the Hudson's Bay Company's charter is dated 1670.

I know, generally, the names of the posts owned by the Hudson's Bay Company, and mentioned in their memorial in this matter.

I do not know of any conveyance by the Crown of Great Britain to the Hudson's Bay Company of any of the posts mentioned in the memorial.

I do not know of any conveyance or deed from the Crown to the Hudson's Bay Company of any of these posts.

I have read the printed memorial of the Hudson's Bay Company.

I do not know by whom that memorial was prepared.

I do not know by whom the table of values, stated in the memorial, was prepared.

The books of the Company do not show the original cost of the realty or of the improvements therein specified in the memorial. No account was kept here of the amounts paid

out for improvement in America upon the property of the Company.

If, for illustration, six thousand pounds had been paid for improvements at Fort Vancouver, no entry of that sum would appear in the books of the Company here.

An account might have been kept at the post of the expense.

There were no books of account kept anywhere showing the details of the expenses at the various posts.

Prior to 1846, no accounts were rendered to the Company shewing the details of the expenditure for improvements at the various posts mentioned in the memorial.

All the accounts of the various posts were aggregated at Fort Vancouver.

The business was divided into departments; the posts mentioned in the memorial were in the Columbia department.

There are no accounts with the Company here shewing the amount paid out in that Department for permanent improvements at any of the posts therein.

I do not know from what source the values of the posts stated in the memorial were arrived at. We have nothing in this country to verify the accuracy or truthfulness of the alleged values. I do not know where one could go to find out if the values are real or fictitious.

I think Mr. Dugald MacTavish, of Victoria, and William Frazer Tolmie, also of Victoria, could give information as to the actual value of the improvements at the various posts. I think so because these gentlemen have been the longest connected with the Company, and have been upon the spot.

The Hudson's Bay Company, prior to 1846, procured their laborers from the York Factory, Hudson's Bay; they were sent across the mountains. A number of the laborers were Canadians, and in some instances, Sandwich Islanders.

The wages that were paid laborers varied from seventeen pounds to thirty pounds per annum, excluding rations. The wages were paid part in money, and part in goods. The amount of money and of goods paid varied.

I should say the goods were transferred in the payment of

the wages at an advance upon their actual cost to the Company.

The books do not show how much profit was made by the Company upon goods issued in payment of wages.

Indirectly, through the York Factory, the Company procured laborers from Scotland; they were procured upon contracted wages; I cannot tell how many were so procured. I think the laborers were engaged for five years, with option of renewal.

The books would show the number of Scottish emigrants employed from time to time, and at the posts mentioned in the memorial, and also the wages paid such emigrants.

After 1846, the Company employed such emigrants till 1861 in the Territory.

The accounts do not show whether the improvements at the posts were paid for in money or in goods.

I think the seven thousand pounds mentioned in the memorial of the Hudson's Bay Company, prior to 1846, is considerably less than the amount actually received, as the accounts show.

I have no personal knowledge from the books of what the Company paid for Fort Hall. A search might disclose the fact.

From 1839 to 1843, summary accounts of each of the posts were rendered to the Company here. From 1843 to 1861, account-books showing each of the posts were received here, with the exception of the years 1847 and 1848. The entire accounts were rendered to York Factory.

I produce the account book rendered for the Columbia department for the year 1843. I have similar ones for the subsequent years. These accounts are from the various posts mentioned in the memorial, and they show the debit and credit account for the year of each of the said posts for which the account is rendered. They do not show the amount expended for the original cost of either the real estate or the improvements thereon.

The first debit entry being under date June, 1843, "Fort Vancouver depot, to Columbia district, for Inventory,

£45,359 8 6; to Outfit, 1843, produce and so forth transferred, £5,566 15 11;" those entries mean the balance of goods remaining on hand, at the given date from the outfit, made to the post the preceding years. Each account against the various posts commences with similar entries:

A search has been made in the books for the cost of Fort Hall, but no entry of the same can be found.

I annex a copy from the entry of the books in relation to Fort Colville; similar entries are to be found in relation to the other posts mentioned in the memorial.

EDWARD ROBERTS.

Sworn by the above-named Edward Roberts, before me, this third day of September, 1866.

{Notarial
Seal.}

Before me, SALEM C. HARRIS,
Notary Public, 24 Royal Exchange, London.

C. A. Seward for the United States, J. Denton for the Companies, waive a Cross-examination.

TESTIMONY OF MR. WILLIAM ARMIT.

Mr. William Armit, registrar of shares of the Hudson's Bay Company, and accountant of the Puget's Sound Company deposed, as follows:

I have been connected with the Hudson's Bay Company five years, and better than four years with the Puget's Sound Company.

I know of no change in the organization of the Hudson's Bay Company.

There has been a change in the amount of the capital stock of the Hudson's Bay Company.

The original amount of stock, when I first became connected with the Company, was £500,000. This was not divided into shares, but into stock, which sold for so much per cent. above the original capital.

In July, 1863, the change in stock took place to which I alluded. It was this:

A number of gentlemen agreed to purchase the stock at a higher price from the stockholders than it stood in the market.

They purchased £497,625 stock of the original £500,000, at £300 per cent., making £1,500,000 upon the original capital, which was then, at a meeting of stockholders, converted into shares of £20 each, and the capital extended from half a million sterling to two millions; the new stock was then sold in the open market. A change took place in the direction of the Company at that time.

I do not know that any special inventory of the value of the property of the Company was made by its direction at the time of the increase of the stock.

The gentlemen to whom I have alluded had access to the books, and conferred with the directors.

There was a prospectus issued at the time of change alluded to. I produce and annex a copy to my deposition.

I do not know what assets were included in the paragraph numbered one in the prospectus. Such paragraph was supposed to include all the property of the Company, except as therein excepted. This prospectus was issued about the 8th or 9th July, 1863, being about three weeks before the knowledge of the convention came to the Company, which was on the 27th day of July, 1863.

The gentlemen to whom I have alluded were connected with the International Finance Society named in the prospectus, and acted in its behalf.

I do not know how the sum mentioned in paragraph one was arrived at, nor any of the details of which it is composed.

There has been no change in the legal constitution of the Hudson's Bay Company to my knowledge.

The relationship of mutual traders exists between the Hudson's Bay Company and the Puget's Sound Company.

This was an interchange of goods and produce between the posts in America, the accounts for which were ultimately adjusted in London.

In such accounts the Puget's Sound Company became the debtor of the Hudson's Bay Company to the amount of about £25,000, as stated by Mr. Roberts. This indebtedness commenced in 1849, and has been from that time increasing. The capital of the Puget's Sound Company is £18,160, as at present paid up, there being 1,816 shares, upon which £10 has been paid; but shares have been sold at £20 each. The shares are nominally £100 each. The present market value is £10 per share.

I annex a prospectus of the Puget's Sound Agricultural Company.

The highest amount of dividend paid in one year by the Company was £10 per cent. This was in 1848, 1850, 1851, 1852, and 1853. The last dividend was in 1854, and it was £5 per cent.

I produce and annex a copy and minute from the books of the Company, showing the manner in which the Company acquired possession of the land mentioned in the memorial from the Hudson's Bay Company. There is in the books of the Company an entry of £750 paid to the Hudson's Bay Company for the property at Cowlitz, but whether this was for the real estate or improvements or stock in hand, the books do not state. There is no entry of any sum paid for the land at Nisqually.

I annex to my deposition an extract, showing the entries on the books of the Company for expenditures at the two stations I have just mentioned.

The amount of inventory at Cowlitz Farm on the 31st May, 1846, was £3,614 14 6, and at Nisqually, at the same date, £5,116 2 7, both of which consisted of live-stock and country produce.

There are no books here that will show the cost of improvements upon those two tracts of land.

I annex statements of profit and loss of the business at Nisqually and Cowlitz Farms, from 1846 to 1854, as shown by the books kept in London.

W. ARMIT.

Sworn by the above-named William Armit, this third of September, 1866.

{ Notarial }
Seal }

Before me, SALEM C. HARRIS
Notary Public, 24 Royal Exchange, London.

C. A. SEWARD,
For the United States.

J. DENTON,
For the Companies.

Cross-Examined.

Prospectus.

THE INTERNATIONAL FINANCIAL SOCIETY,
(LIMITED)

Are prepared to receive subscriptions for the issue at par of Capital Stock in the Hudson's Bay Company, incorporated by Royal Charter, 1670.

The stock will be issued in certificates of £20 each, and the installments will be payable as follows:

£1 being 5 per cent. on application, to be returned in the event of no allotment being made.

4 being 20 per cent. on allotment,

5 " 25 " " " 1st. Sept. 1863,

5 " 25 " " " 2d Nov. 1863,

5 " 25 " " " 1st. Jan. 1864.

£20

with an option of pre-payment in full on allotment, or on either of the days fixed for payment of the installments, under discount, at the rate of four per cent. per annum.

The capital of the Hudson's Bay Company has been duly fixed at £2,000,000, of which amount the International Financial Society, limited, have obtained, and are prepared to offer to the public, £1,930,000. The subscribers will be en-

titled to an interest corresponding to the amount of their subscription in—

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 of the Company, held under their Charter, and which extends over an estimated area of more than 1,400,000 square miles, or upwards of 896,000,000 acres.
3. A cash balance of £370,000.

The present net income, available for dividend amongst stockholders of the Company, secures a minimum interest, exceeding four per cent., on the above £2,000,000.

The Directors of the Hudson's Bay Company are as under :

The Right Honorable Sir Edmund Head, Bart., K. C. B.
(late Governor General of Canada) Governor.

Curtis Miranda Lampson, Esq., (C. M. Lampson & Co.)
Deputy Governor.

Eden Colville, Esq., Hudson's Bay House, Fenchurch street.

George Lyall, Esq., (M. P., Headley Park,) Surrey.

Daniel Meinertzhagen, Esq., (F. Huth & Co.)

James Stewart Hodgson, Esq., (Finlay, Hodgson & Co.)

John Henry William Schroder, Esq., (J. H. Schroder & Co.)

Richard Potter, Esq, Standish House, Gloucestershire.

The Hudson's Bay Company were incorporated under a Royal Charter, by King Charles II., in 1670, by the name of "The Governor and Company of Adventurers of England, trading into Hudson's Bay;" and by the Charter, a vast tract of territory was vested in the Company, together with the sole right of trade and commerce, and all "mines royal," as well then discovered as not discovered, within the said Territory.

The operations of the Company, which, with slight exception, have been hitherto exclusively of a trading character, have been prosecuted from the date of the Charter to the present day.

It has become evident that the time has arrived when those operations must be extended, and the immense resources of the Company's territory, lying as it does between Canada and British Columbia, should be developed, in accordance with the industrial spirit of the age and the rapid advancement which colonization has made in the countries adjacent to the Hudson's Bay territories.

The average net annual profits of the Company, after setting aside 40 per cent. of them as remuneration to the factors and servants at the Company's posts and stations, for the ten years, ending the 31st of May, 1862, amount to £81,000, or upwards of four per cent. on the present nominal capital of £2,000,000. A portion only of this income has been distributed as dividend, while the remainder is represented in the assets and balances. The assets of the Company in which these subscribers will be entitled to an interest corresponding to the amount of their subscription will consist of goods in the interior, on shipboard, and other stock in trade, including shipping, business premises, and other buildings necessary for carrying on the fur trade, in addition to which there will be funds immediately available for the proposed extended operations of the Company, derived partly from the cash balance of the Hudson's Bay Company, and partly from the new issue of stock, amounting in the whole to a sum of not less than £370,000.

The Company's territory embraces an estimated area of more than 1,400,000 square miles, or 896,000,000 acres, of which a large area, on the southern frontier, is well adapted for European colonization. The soil of this portion of the territory is fertile, producing, in abundance, wheat, and other cereal crops, and is capable of sustaining a numerous population. It contains 1,400 miles of navigable lakes and rivers, running, for the greater part, east and west, which constitute an important feature in plans for establishing the means of communication between the Atlantic and Pacific oceans, across the continent of British North America, as well as for immediate settlement in the intervening country. The territory is, moreover, rich in mineral wealth, including coal, lead, and iron.

In addition to its chartered territory, the Company possesses the following valuable landed property: several plots of land in British Columbia, occupying most favorable sites at the mouths of rivers, the titles to which have been confirmed by her Majesty's Government, farms, building-sites in Vancouver Island, and in Canada, ten square miles at Lacloche, on Lake Huron, and tracts of land at fourteen other places.

The trading operations of the Company are chiefly carried on in the fur-bearing, and northern portion of the territory, where the climate is too severe for European colonization. These trading operations will be actively continued, and as far as possible, extended, whilst the management will be judiciously economized.

Consistently with these objects, the outlying estates and valuable farms will be realized where the land is not required for the use of the Company. The southern district will be opened to European colonization, under a liberal and systematic scheme of land settlement. Possessing a staff of factors and officers, who are distributed in small centres of civilization over the territory, the Company can, without creating new and costly establishments, inaugurate the new policy of colonization, and at the same time dispose of mining grants.

With the view of providing the means of telegraphic and postal communication between Canada and British Columbia, across the Company's territory, and thereby of connecting the Atlantic and Pacific oceans by an exclusively British route, negotiations have been pending for some time past between certain parties and her Majesty's Government and the representatives of the Government of Canada, and preliminary arrangements for the accomplishment of these objects have been made through Her Majesty's Government, (subject to the final sanction of the Colonies) based upon a five per cent. guarantee from the Government of Canada, British Columbia, and Vancouver Island. In further aid of these imperial objects, her Majesty's Government have signified their intention to make grants of land to the extent

of about 1,000,000 acres, in portions of the Crown territory, traversed by the proposed telegraphic line.

One of the first objects of the Company will be to examine the facilities and consider the best means for carrying out this most important work, and there can be little doubt that it will be successfully executed either by the Hudson's Bay Company itself, or with their aid and sanction.

For this, as well as for the other proposed objects, Mr. Edward Watkin, who is now in Canada, will be commissioned, with other gentlemen specially qualified for the duty, to visit the Red river and southern districts, to consult the officers of the Company there, and to report as to the best and safest means of giving effect to the contemplated operations.

Applications for allotments of certificates of Stock of £20 each, to be made to the International Financial Society, limited, at their offices, 54, Old Broad Street, E. C.

A preference in allotment will be given to parties hitherto holders of stock in the Hudson's Bay Company, and to the shareholders in the International Financial Society, limited.

No applications will be received after Wednesday, 8th July, at 12 o'clock.

No.— HUDSON'S BAY COMPANY.

FORM OF APPLICATION FOR ALLOTMENTS OF STOCK.

To the Directors of the International Financial Society, limited:

GENTLEMEN: I request you to allot me.....
 certificates of £20 each of the stock in the "Company of Adventurers of England trading into Hudson's Bay;" and I hereby agree to become a member of that Company, subject to its rules and regulations, and to accept such stock, or any less amounts that may be allotted to me.

I am, gentlemen, your obedient servant,

Name in full,.....

Address in full,.....

Date,.....

N. B.—If the applicant has hitherto been a holder of Hudson's Bay stock, or is a proprietor of shares in the International Financial Society, limited, the fact should be stated, together with memorandum of the amount of the holding.

HUDSON'S BAY COMPANY.

No. —

Bankers' receipt for deposit on Application for Allotments of Stock.

Received the..... day of..... 1863, of.....
on account of the Directors of the International Financial Society, limited, the sum of £....., being the first instalment made in accordance with the terms of the prospectus on an application for an allotment of..... certificates of \$20 each in the above undertaking.

For Messrs. GLYN, MILLS & Co.

£.....

The soil and climate of the country on the Columbia river, particularly the district situated between the headwaters of the Cowlitz river, which falls into the Columbia river, about fifty miles from the Pacific and Puget's Sound, being considered highly favorable for the rearing of flocks and herds, with a view to the production of wool, hides, and tallow, and also for the cultivation of other agricultural produce.

It is proposed—

1. That an association be formed, under the protection and auspices of the Governor and Company of Adventurers of England trading into Hudson's Bay, for the purposes of rearing flocks and herds, with a view to the production of wool, hides, and tallow, and for the cultivation of other agricultural produce on the west side of the Rocky Mountains.

2. That the said association be styled "The Puget's

Sound Agricultural Company," and shall consist of persons who shall become shareholders, as hereinafter mentioned.

X 3. That the capital stock of the said Association shall be £200,000, which shall be divided in 2,000 shares of £100 each.

4. That a deposit of £10 per share be paid on subscription, and that the calls for the residue to be hereafter made shall not exceed the sum of £5 per share at any one time, and that at intervals of not less than three months.

5. That the non-payment of any call shall incur a forfeiture of the shares and all previous deposits, to be declared at a general meeting of shareholders.

6. That until the sovereignty of the tract of country, which in the first instance is proposed to be the seat of the Company's operations, be determined, and in order to guard against any legal difficulties in England, the management of the business, including all purchases and sales on account of the Company, and the contracting on behalf of the Company with clerks and servants, and all correspondence, may be exclusively conducted by, and shall be confided to, agents in England to carry on the same in their names, and generally in all matters, to act as agents of the Puget's Sound Agricultural Company; and for such services be allowed the usual mercantile commission.

7. That no person shall be qualified to be such agent, unless he shall at the time of his appointment *bona fide* hold, and continue to hold, and be possessed of at least twenty shares.

8. That John Henry Pelly, Andrew Colvile, and George Simpson, Esquires, be the agents; and that in all questions relating to the conducting of the business of the said Association, the majority of the said agents shall be conclusive.

9. That in case of the death, resignation, or disqualification of any one or more of the said Agents, a meeting of the proprietors shall be called in London in manner hereinafter mentioned, for the purpose of appointing one or more agent or agents, qualified as aforesaid, to fill such vacancy or vacancies, and with the like powers and authorities as the

person or persons so dying, having resigned, or become disqualified as hereinbefore mentioned.

10. That a general meeting of the proprietors of the Puget's Sound Agricultural Company be held in London, in the month of December, in the year 1840, and also within the said month of December in every succeeding year, of which meetings, fourteen days' notice at least shall be given by advertisement in two or more of the public daily newspapers, published in the city of London or county of Middlesex, at which meeting the said agents shall produce their accounts, and report their transactions on behalf of the Company for the past year, and the state of the affairs of the Company generally; and at such meetings, the agents shall be annually elected, (the existing agents being eligible for reëlection) the proprietors to vote at such meetings in person, or by proxy to another proprietor, in the proportion of one vote for every share, respectively.

11. That no proprietor shall be allowed to vote, or to receive any dividend, profit, or bonus, or exercise any other right in respect of any share he may hold, until he shall have paid the amount of any call made on him in respect of his said share, and shall have executed the deed of settlement, or other instrument which shall be executed by the proprietors in respect of these presents.

12. That in the event of any proprietor being at any time desirous of selling or disposing of his or her share or shares, the same shall, in such case, be offered to the agents of the said Puget's Sound Agricultural Company, for the said Company, and in case the said agents shall decline to purchase the same, then such proprietor shall be at liberty to sell and transfer such share to such other person or persons as shall be approved by the said agents, or any two of them.

13. That no sale, transfer, or disposal of any share shall be made, so long as any sum of money shall be due or unpaid to the said Company for, or on account of any call or otherwise, in respect of such share.

14. That the Puget's Sound Agricultural Company shall purchase from the said governor and Company, at a fair

valuation, to be made in the usual way, or on such other terms as may be agreed upon, such portion of their stock of sheep, cattle, and horses, and such implements of husbandry and other articles as the said Governor and Company can dispense with.

15. That the said agents be empowered to appoint managers, agents, or attorneys, for the purpose of transacting the business of the said Company in the district in North America aforesaid, or wherever else may be necessary, and to enter into engagements with such managers, agents, or attorneys, as may be necessary for carrying on the business, and to allow them such salaries or other consideration for their services as may be necessary or proper, and to revoke such appointments or engagements, and likewise to make agreements with, and advances to persons desirous of becoming agriculturists: Provided, always, that the principal direction or management of the affairs of the said Company in the said district, be under the superintendence of an officer attached to, and interested in the Fur Trade of the said Governor and Company.

16. That the Chief Factor, or other officer who may be appointed to the direction or chief management of their affairs in the district aforesaid shall, in all things relating to the management of their affairs, be subject to instructions, from time to time, to be issued by the said agents in London.

17. That the agents shall, on behalf of the Company, give a bond of £ ——— to the said Governor and Company of Hudsons' Bay, that neither the Puget's Sound Agricultural Company, nor any person in their employ, nor by them taken into the district aforesaid, shall in any way, either directly or indirectly, trade in furs or peltries while in the employ or under agreement with the said Puget's Sound Agricultural Company; and also that they, the said agents, shall make it a condition in every agreement to be entered into by them, with any person or persons to be employed by them in the district aforesaid, that the said agents shall be at liberty at any time to dismiss them from the service of the said Company, and remove

them from the said district to wherever such persons may have been originally engaged; and that such persons shall, in every respect, be subject to the like conditions, restrictions, and regulations as the servants of the Governor and Company now are under, and particularly to the conditions contained in the grant from the Crown under which the said Governor and Company are entitled to the exclusive trade within the said district.

18. That whenever the Crown of Great Britain may become possessed of the sovereignty of any part of the district in which the operations of the Puget's Sound Agricultural Company may be carried on, application shall be made to the Crown for a grant of land, and to incorporate said Puget's Sound Agricultural Company.

19. That a proper deed of settlement shall be prepared under the superintendence of the said agents in such form, and containing all such clauses, covenants, powers and stipulations, as counsel shall advise, for properly and effectually carrying on the business of the said Company, and for indemnifying and saving harmless the agents in respect of their acting in the management and conducting of the said trade as aforesaid, and relating thereto; and that the same, or a counterpart thereof, shall be executed by the several proprietors for the time being.

20. That an absolute and entire dissolution of the said Company may lawfully take place and be made with the consent and approbation of three-fourths at least of the proprietors, to be testified by some writing signed by them or their attorneys or proxies, and thereupon the affairs of the said Company shall, with all convenient speed be wound up, and after payment of all claims on the said Company, the balance shall be divided among the persons who shall be then proprietors, in proportion to the amount of their respective shares.

We approve the above proposals and regulations, and mutually agree, upon request, to execute such deed or deeds

for carrying the same into effect as therein mentioned; and in the meantime to perform and abide by the same on our respective parts.

Extract from Minute Book of the Puget's Sound Agricultural Company, dated London, Friday, 1st March, 1839.

At a meeting: Present, J. H. Pelly, Andrew Colville, and George Simpson, Esquires.

Mr. Pelly reported that he had, on the 27th ultimo, submitted the prospectus to the committee of the Hudson's Bay Company, who considered favorably of its intentions, and had passed the following resolutions with regard to the same:

"A prospectus for the formation of an association to be styled the Puget's Sound Agricultural Company, having for its object the rearing of flocks and herds on an extensive scale, with a view to the production of wool, hides, and tallow, for the British market, from a district of country situated to the northward of the Columbia river, having been submitted for our consideration, and being favorably considered and entertained by us.

"And being of opinion that a valuable branch of business may arise from the exertions of this association, and that it may become instrumental in improving the condition of the native Indians and other persons inhabiting that remote country, and in bringing them into habits of industry and civilization, and likewise advantageous to the Fur Trade.

"And the Governor and Committee not considering it advisable or expedient to make this new branch of business a branch of Fur Trade, yet being anxious to promote the objects contemplated in forming the said association, and to afford it their cordial support, it is—

"*Resolved*, 1st. That the said association shall have permission to carry on their contemplated operations as detailed in the said prospectus in the country therein referred to, and

that the assistance and support required from the Hudson's Bay Company towards carrying into effect the measures set forth in the said prospectus be afforded.

"*Resolved*, 2d. That the services of Chief Factor McLaughlin be afforded from the Fur Trade to the said Company, for the purpose of superintending its affairs in North America, as set forth in the 11th article of the prospectus.

"*Resolved*, 3d. That such portions of the stock of sheep and cattle, and of agricultural implements, &c., as can be conveniently disposed with by the fur trade of the Hudson's Bay Company, as set forth in the 10th article of the said prospectus, be sold to the Puget's Sound Agricultural Company as may be determined on by the Governor and Council of the northern department of Rupert's Land."

BRITISH AND AMERICAN JOINT COMMISSION, ON THE HUD

This is the exhibit referred to in the deposition of Edward Roberts, sworn on
24, ROYAL EXCHANGE, LONDON.

Example of a District Account of the

DR. FORT COLVILLE

		£	s.	d.
1843				
June 1,	To Columbia District—			
	Inventory this date.....	489	1	10
	To Outfit 1842—			
	Country produce &c., transferred.....	29	18	0
1844				
May 31,	To Sundry Accounts:			
	For supplies &c., viz:			
	Fort Vancouver Depot.....	£716	19	6
	Fort Wancouver Sale Shop.....	9	1	
	Snake Party.....			
	Fort Nez Perces.....	31	10	11
				748 19 6
	To Columbia District—			
	Servants' Wages.....	£602	14	5
	Sundry Credits.....	5	15	11
				608 10 4
	To Profit and Loss—			
	Gain.....	2,344	7	0

(Example of a District Account of the
Columbia Department.)

£4,220 16 8

SON'S BAY AND PUGET'S SOUND AGRICULTURAL COMPANIES.

this 3d day of September, 1866. Before me,

SALEM C. HARRIS, *Notary Public.**Columbia Department, Outfit 1843.*

OUTFIT, 1843.

CR.

1844	£	s.	d.
May 31, By Columbia District—			
Sales to Servants.....	135	18	7
By Sundry Accounts:			
Sundries for Transfer Book—			
New Caledonia.....	£81	11	2
Thompson s River.....	53	5	6
General charges.....	115	13	4
Snake Party.....	12	7	3
	262	17	3
By Columbia District—			
Inventory this date.....	402	9	11
By Outfit, 1844—			
Country produce &c., transferred.....	68	6	9
By Columbia District—			
Returns of Outfit, viz:			
132 Badger, at 1s. 7d.....	10	9	0
183 black Bear, at 25s. 3d.....	231	0	9
102 brown " " 71s.	362	2	0
107 grizzly " " 35s. 6d.....	189	18	6
712 large parchment Beaver, 32s.....	1139	4	0
333 small " " 15s. 8d..	260	17	0
10 lbs. coating " 13s	6	10	0
51 " Castorum " 22s. 3d..	56	14	9
229 Fisher, 10s. 6d.....	120	4	6
13 Foxes, cross, 19s.....	12	7	0
79 " Red, 5s. 6d.....	21	14	6
2 " Silver, 98s.....	9	16	0
45 Lynx, 9s. 6d.....	21	7	6
796 Marten, 10s. 4d.....	411	5	4
288 Mink, 2s. 3d.....	32	8	0
7491 Muskrats, 6d.....	187	5	6
186 Land Otter, 20s.....	186	0	0
22 Raccoon, 2s. 4d.....	2	11	4
48 Wovenine, 5s. 9d.*.....	13	16	0
275 Wolves, 5s. 6d.....	75	12	6
	3,351	[1]4	2
	£4,220	16	8

Extracts from Ledger of the Puget's Sound Agricultural Company.

(Ledger settlements abroad page 4.)

1842,

March 14,	To amount invested in bringing the Cowlitz and Nisqually Farms into a state of cultivation, erection of buildings &c.,	-	-	-	£1,322	0	5
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1843,

March 31,	To amount further invested in bringing the Cowlitz and Nisqually Farms into a state of cultivation, erection of buildings, &c.,	-	-	-	-	1,285	2	10
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Statement of Profit and Loss on the transactions at the Puget's Sound Agricultural Company's Farm at Cowlitz, Oregon Territory, as shown by their books of Accounts, confirmed at meetings of the Shareholders.

(Ledger settlement abroad Page 9.)

	PROFIT.	LOSS.
1844,		
May 31. Profit on the year 1843-44, £179	8 1	
1845, Profit on the year 1844-45 -	797 7 7	
1846, Profit on the year 1845-46 -	351 4 11	
1847, Profit on the year 1846-47 -	129 16 3	
1848, Loss on the year 1847-48, p. 10		£850 3 6
1849, Loss on the year 1848-49 -		594 19 6
1850, Profit on the year 1849-50 -	738 12 9	
1851, Loss on the year 1850-51 -		397 17 9
1852, Loss on the year 1851-52 -		842 3 1
1853, Profit on the year 1852-53 -	392 11 1	
1854, Loss on the year 1853-54, p. 37		233 18 3
1855, Loss on the year 1854-55 -		504 12 2
1856, Loss on the year 1855-56 -		867 1 10

Statement of Profit and Loss on the transactions at the Puget's Sound Agricultural Company's Farm of Nisqually, Oregon Territory, as shown by their books of accounts, confirmed at the meeting of Shareholders.

(Ledger settlement abroad Page 11.)

				PROFIT.		
				£	s.	d.
May 31, 1844,	Profit on the year	1843-44,	- -	596	0	6
" 1845,	" " " "	1844-45,	- -	1,181	17	1
" 1846,	" " " "	1845-46,	p. 12, -	1,300	8	2
" 1847,	" " " "	1846-47,	- -	1,944	1	8
" 1848,	" " " "	1847-48,	- -	644	5	6
" 1849,	" " " "	1848-49,	- -	1,858	14	9
" 1850,	" " " "	1849-50,	- -	1,065	5	11
" 1851,	" " " "	1850-51,	p. 24, -	2,021	18	9
" 1852,	" " " "	1851-52,	- -	2,476	18	5
" 1853,	" " " "	1852-53,	- -	3,274	3	10
" 1854,	" " " "	1853-54,	- -	903	3	4
" 1855,	" " " "	1854-55,	- -	1,315	19	11
" 1856,	Loss " " "	1855-56,	p. 25, -	1,876	15	6

BRITISH AND AMERICAN JOINT COMMISSION, ON THE H. B. AND
P. S. A. Co.'s CLAIMS.

This and the foregoing five exhibits initiated by me are exhibits referred to in the deposition of William Armit, sworn before me this third day of September, 1866.

SALEM C. HARRIS, *Notary Public*,
24 Royal Exchange, London.

57, COLEMAN STREET, LONDON, E. C.,
4th September, 1866.

DEAR SIR: We have the pleasure to hand you enclosed the two papers which Mr. Roberts of the Hudson's Bay Company has made out since you left yesterday, and which we beg may accompany the more formal documents which were handed to you by the notary yesterday.

We are, dear sir, yours faithfully,

A. M.
M. CLARENCE A. SEWARD.

MAYNARD, SON & Co.

Profit and Loss on Trade of the Columbia Department conducted from Fort Vancouver, Oregon, for ten years, ending with the year 1846.

For the Years—	Profit and Loss at Fort Vancouver, Oregon.		Profit and Loss at Trading Establishments within the Oregon Territory.		Profit and Loss at Trading Establishments beyond the Oregon Territory.	
	LOSS.	GAIN.	LOSS.	GAIN.	LOSS.	GAIN.
1836-'37	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
1837-'38		24,408 6 2				
1838-'39	*	21,317 6 10				
1839-'40		20,393 7 4	529 13 7	14,847 5 4	3,953 7 3	14,134 4 1
1840-'41		24,498 8 7	175 2 11	11,642 14 3	3,665 15 6	10,757 11 3
1841-'42		18,559 7 1	97 11 8	10,878 16 2	6,359 19 9	19,408 5 9
1842-'43		23,829 11 3	1,213 3 1	10,956 10 11	6,554 7 8	14,329 10 3
1843-'44		17,518 10 5	1,005 18 11	10,527 6 7	2,550 1 5	15,814 10 0
1844-'45		26,341 17 1		10,051 14 11	8,566 2 7	13,124 15 2
1845-'46		24,176 10 1	2,656 8 4	12,277 4 0	2,890 14 8	14,432 19 9
		26,710 3 9				
Deduct Loss	17,669 5 11	227,753 8 7	5,677 18 6	82,181 12 2	34,540 8 1	102,001 16 9
Net Profit	- - -	17,669 5 11	- - -	- - -	- - -	- - -
		210,084 2 8				

* District accounts for years 1836-'38, not forwarded to London.

Profit at Trading Establishments within the Oregon Territory

Deduct Loss

Net Profit

Average of seven years

Net Profit - - - - - 82,181 12 2

Average of seven years - - - - - 5,677 18 6

- - - - - 76,503 13 8

- - - - - £10,929 1 11

In the matter of the Commission for settling the claims of the Hudson's Bay Company and the Puget's Sound Agricultural Company against the United States of America, I hereby certify that the within is the Profit and Loss account on Trade of the Columbia Department, conducted from Fort Vancouver, Oregon, for ten years, ending with the year 1846, as made out from the books of the Hudson's Bay Company, in London, by Mr. Roberts, the accountant of the Company.

JAMES DENTON, 57 Coleman Street, London, Solicitor.

Profit and Loss of the Columbia-Department, Outfit 1843.

In the matter of the Commission for settling the claims of the Hudson's Bay Company and the Puget's Sound Agricultural Company against the United States of America.

I certify that this is a copy of the account taken from the books of the Hudson's Bay Company, showing the Profit and Loss account for the year 1843 at the several posts of the Company in the Columbia Department.

J. DENTON, *Solicitor*,

57 Coleman street, London.

Dr.	PROFIT AND LOSS, COLUMBIA DEPARTMENT, OUTFIT 1843.	Cr.
1844,		
May 31, To Fort Vancouver Depot	Loss £1,005 18 11	By Vancouver Sale Shop.....Gain £3,140 5 0
" " To Barque Columbia.....	" 97 16 4	By Fort Vancouver Indian Trade... " 2,273 14 6
" " To Fort Victoria.....	" 488 1 1	By New Caledonia..... " 5,124 10 2
" " To General charges.....	" 1,964 4 0	By Fort Colville..... " 2,344 7 0
	3,556 0 4	By Thompson's river..... " 581 16 11
" " To Columbia District—apparent gain on the transactions of the year	22,785 16 9	By Fort Nez Perces..... " 989 15 7
		By Fort Langley..... " 1,892 10 4
		By Fort Nisqually..... " 302 19 8
		By Fort Simpson..... " 2,566 10 1
		By Fort McLoughlin..... " 748 12 6
		By Snake Party..... " 1,051 0 9
		By Southern Party..... " 425 4 1
		By Sandwich Islands..... " 1,848 5 0
		By California establishment..... " 1,430 5 0
		By Russian American transactions..... " 1,155 17 8
		By Steamer Beaver..... " 96 2 10
		By Schooner Cadboro..... " 370 0 0
		By Barque Vancouver..... " 370 0 0
	£20,341 17 1	£26,341 18 1

BRITISH AND AMERICAN JOINT COMMISSION

ON THE

HUDSON'S BAY AND PUGET'S SOUND AGRICULTURAL COMPANIES' CLAIMS.

In the matter of the Claim of the Hudson's Bay Company vs. the United States of America.

355 H street, WASHINGTON, March 5, 1857.

It is hereby stipulated and agreed by and between the Hudson's Bay Company, claimant, and the United States, respondent, as follows:

1. The re-examination of Dugald MacTavish, Esq., shall be resumed and completed as to all matters of competent and lawful evidence, affecting the claim of said Company or the defence of the United States.

2. It is insisted by the United States that such re-examination is to be regarded as continuation of the cross-examination of said MacTavish by the United States; and in view thereof, the United States are to propound all such interrogatories as would be competent on cross-examination, either in substance or in form; and the testimony to be thus given shall, if otherwise competent, be received as lawful evidence, subject only to the determination of the Commissioners, at the final hearing, whether such testimony shall be regarded as cross-examination of the claimant's witness, or whether the witness shall be regarded *pro hac vice* as the witness of the United States.

3. It is insisted, on the part of the Hudson's Bay Company, that, at the present stage of the case, the United States have no right to resume the cross-examination of said MacTavish, and that, in the contemplated re-examination, he ought to be regarded as *pro hac vice* a witness produced by the United States; in which point of view the Hudson's Bay Company shall have the right to propound any inter-

rogatories to said MacTavish which would be competent, either in form or substance, to be propounded to any witness on cross-examination.

4. The United States further insist that they have the right to treat the said MacTavish as in effect the adverse party in the case, and to propound to him all interrogatories which it would be competent, either in form or substance, to propound to a party; but the Hudson's Bay Company do not admit this; and the question of the relation of said MacTavish to the claim, and the effect of that, if any, on the manner of examination, shall remain for the determination of the Commissioners.

5. It is understood that the Commissioners shall have the power to determine, either that the whole of this re-examination is cross-examination, or that the whole of it is examination-in-chief, or that it is part one and part the other, or that it is or is not the interrogation of a party, as they, in their judgment, shall deem conformable to law.

6. Of course, it is understood that the Hudson's Bay Company will not object to any question propounded by the United States, for matter or form; as, for example, whether leading or otherwise, or whether new matter or not; and, on the other hand, no such objection will be made by the United States to any question propounded by the Hudson's Bay Company; but each party reserves to itself the right to take all such points of form at the final hearing, as affecting only the question whether, in this matter, said MacTavish is to be regarded as a witness of the Hudson's Bay Company.

C. CUSHING,
For the United States.

EDWARD LANDER,
For the Hudson's Bay Company.

It is further agreed that Mr. MacTavish shall be re-sworn without prejudice to the above agreement.

CHAS. C. BEAMAN, Jr.,
For the United States.

EDWARD LANDER.

March 12, 1867.

BRITISH AND AMERICAN JOINT COMMISSION

ON THE

HUDSON'S BAY AND PUGET'S SOUND AGRICULTURAL COMPANIES' CLAIMS.

In the matter of the Claim of the Hudson's Bay Company vs. the United States of America.

The examination or cross-examination of Dugald Mac-Tavish resumed according to stipulation entered into by Mr. C. Cushing, counsel for the United States, and Mr. Edward Lander, counsel for the Hudson's Bay Company, this 8th of March, 1867, at Washington City, D. C.

Int. 1.—What offices have you held at various times under the Hudson's Bay Company?

Ans.—I was first a clerk, from 1833 until 1846; then I was promoted to a chief tradership, and in 1851 to a chief factorship, which is my present position.

Int. 2.—What were your duties as clerk?

Ans.—As a general thing I was employed in office business; as senior clerk I kept the books. I held a subordinate position from 1833 to 1838, in the different offices of the Company I was in at that time. In the years 1839 and 1840, I was a clerk of the second class, and from 1841, on to 1846, I was a clerk of the first class, during the three first years of which period I was the book-keeper and accountant at Fort Vancouver. During the winter of 1844 and 1845, I assisted Mr. Thomas Lowe, then book-keeper there. In the winter of 1845-'46, I went down to San Francisco for the purpose of closing out the Company's business, and while down there I became a chief trader.

Int. 3.—What were your duties as chief trader?

Ans.—I was at Fort Vancouver for some months after my promotion to that position, assisting in the office there, and in other departments of the business. Early in January, 1847, I left Fort Vancouver, proceeding to Honolulu, Sandwich Islands, where I remained until August, 1852, at which time I was a factor. For nearly four years after arriving at Honolulu, I was in connection with a Mr. Pelly, managing a general business establishment for the Company there. When Mr. Pelly left the Islands, I was alone in the management for about twelve months, when a Mr. Clouston came there, when we managed the business jointly, until I left, as before stated.

Int. 4.—What were your duties as chief factor?

Ans.—In September, 1853, I returned to Fort Vancouver, and I became a member of a board consisting of the late Mr. Ogden and myself. On his death, in 1854, I formed the board alone, until 1857, when Mr. Tolmie became the other member of the board. From 1853, until June, 1858, when I finally left Fort Vancouver, the duties of the board were the general management of the posts of the Company, which were situated in Oregon and Washington Territory. From Fort Vancouver I went to Victoria, Vancouver's Island. I remained there until February, 1859, not having done much in the mean time. I then left on sick leave, and was absent until June, 1860, when I returned and became a member of the board for the management of the Company's posts, in what is now known as British Columbia. I left Victoria for England in November, 1863, remaining there until the end of October, 1864, when I came out to Washington City, D. C.; thence proceeding to Canada, where I passed the winter. In May, 1865, I left there for Vancouver Island, landing there at the end of June. On the 1st of November following, I left Vancouver Island and proceeded to Montreal, Canada, where I arrived before Christmas, remaining there for about two months. I then came to Washington City, where I stayed about a month. I again went to Montreal, and in about another month I came back to Washing-

ton city, and between there and New York I remained until the middle of July, when I went to Montreal. I returned to Washington City the day after Christmas, and from that time on, until now, I have been moving about in North Carolina, New York, and Washington city.

Int. 5.—What are the official names of the officers of the Hudson's Bay Company?

Ans.—In London the stockholders of the Hudson's Bay Company are represented by the Governor, Deputy Governor, and Committee, who have a general control of the entire business, both there and in North America, where their trade is carried on. In North America the business is conducted by the Governor of Rupert's Land, and the chief factors and chief traders. The two latter grades of officers being interested in the trade by agreement with the the Governor, Deputy Governor, and Committee. By this arrangement the entire profits of the fur trade in each year are divided into one hundred shares, sixty of which are divided among the stockholders, and forty among the chief factors and chief traders, in the proportion of two eighty-fifths to each chief factor, and half that sum to each chief trader. I believe there are about sixteen chief factors on the active list now, but I am unable to say what number of chief traders there are, for the reason that a great number of these eighty-fifth shares are now divided among the chief factors and chief traders who are retired. Sir Edmund Head, baronet, is the Governor of the Company in London, and Sir Curtis Miranda Lampson, baronet, is the Deputy Governor. The Committee consists of five or six members, whose names I cannot give. The present Governor of Rupert's Land is William MacTavish, Esq. The general business in Rupert's Land, North America, and what is known to the Company's people as the Northern and Southern Departments, is managed by the Governor and Council which meets annually either at Red River or Norway House, on Lake Winepeg. This Council consists of the Governor and such chief factors and chief traders as can be conveniently collected each season at the place that may be appointed for

the meeting. At this Council the appointments of the different grades of officers, consisting of chief factors and chief traders, with the clerks and postmasters of all grades to the various posts and *stations* where they are to pass the next winter are decided on, and any other regulations that may be necessary for the conduct of the business. After the Council has adjourned, a copy of the minutes are transmitted to the Governor, Deputy Governor, and Committee for their approval. On their doing so, the resolutions passed in this way at this Council become binding on all parties interested. And should any of the proceedings not meet the sanction of the Governor and Committee, the points in question, whatever they may be, remain open for discussion at the next meeting of the Council at Rupert's Land.

Int. 6.—Is the organization you have just described as now existing, the same that existed in 1846?

Ans.—So far as I know, it is the same.

Int. 7.—Did this same organization extend to the posts south of the 49th parallel of latitude?

Ans.—Yes, I believe so.

Int. 8.—When, was the annual return of the various posts made, and to whom were they made?

Ans.—Speaking of the Company's posts on the west side of the Rocky Mountains, I believe that, up to the year 1853, the books and accounts generally of all the posts came to Vancouver sufficiently early to permit of closing them by the middle of March annually; and copies of the full accounts, as they came from each post, were sent to York Factory, Hudson's Bay, where they were amalgamated with the general accounts of the Northern Department, for the purpose of transmission to London of such portions of them as might be required, in order to arrive at the profits of the trade in each year, for division among the parties interested. In 1854, the only accounts closed at Fort Vancouver were those of the Company's posts which were in American territory; the accounts for that year of the posts north of the 49th parallel having been closed at Vancouver's Island, the books from both places were again forwarded by express

to York Factory for the last time, as afterwards in each year the books, on being closed at each depot, were sent direct by express to the Hudson's Bay House, London, until the Company finally left Fort Vancouver, in 1860. At Fort Victoria, the same routine is followed to the present day. Some years must necessarily pass before one can arrive at the actual profits of the trade in each season.

Int. 9.—What did the returns from each post to Vancouver each year show?

Ans.—The books from each post showed the inventory of goods and property on hand at the commencement and end of each year, the supplies, the sales, and the returns, in furs and money, or bills, as the case might be. There might have been other details given, which may have escaped my memory. At each of the posts, I believe, there were books, of which copies might not have been sent to the depot.

Int. 10.—Did not the books at Vancouver show the number of persons employed at each post in each year, and the wages that were paid to them?

Ans.—The books at Vancouver would show the number of men at each post who were under written agreement with the Company; likewise the amount of wages paid them. But the books at Vancouver would not show the number or the wages paid to parties employed temporarily at the Company's posts, that being adjusted and arranged by the officers in charge of these posts, without reference to Fort Vancouver.

Int. 11.—Would not the returns from each post show how much money had been paid to persons employed at the posts in addition to those employed under a particular contract?

Ans.—They might, or they might not. There is no doubt but that the books of detail kept at the different posts to which I have already made reference ought to have such entries in them, but it would not necessarily follow that copies of such entries should be sent to Fort Vancouver.

Int. 12.—Was not the amount of money spent at each

post during each year shown by the returns made to Vancouver?

Ans.—Without seeing the books, I cannot answer from memory. They may have done so, or they may not. Previous to 1846, there was very little money came in at any of the posts.

Int. 13.—How were the laborers at the posts, not serving under particular contracts, paid?

Ans.—The parties temporarily employed were paid according to the agreement they may have made with the officers in charge; generally, no doubt, in goods.

Int. 14.—Would not the books at Vancouver show how much was paid in goods for temporary laborers?

Ans.—They might, or they might not. The books at the posts ought to do so.

Int. 15.—Were the books at these various posts never sent to Vancouver?

Ans.—They may or may not have been; I can't be sure of it.

Int. 16.—Do I understand you to say that all the moneys and goods expended for labor and other purposes at each post during each year were shown by the books at Vancouver?

Ans.—There were disbursements, both in money and goods, at the different posts, which the general accounts at Vancouver would not show.

Int. 17.—What were these disbursements?

Ans.—I cannot tell, without seeing the books. No disbursements for buildings would appear in the general accounts.

Int. 18.—Why did not disbursements for buildings appear in the books?

Examination Resumed March 12, 1867.

Ans.—Such disbursements did not appear in the general accounts of the Company, owing to a regulation to that effect, of old date when I came to the country. The reasons for such a regulation are probably not well known at the present day; but I have understood that one cause in the matter was, that, long previous to the year 1821, there were two companies—one the Hudson's Bay, and the other the

Northwest, of Canada—competing in opposition in the Indian countries of North America, for the trade with the natives. At many places the two concerns had posts, and establishments contiguous to one another. At other places the Hudson's Bay Company was left pretty much alone, as in the country around Hudson's Bay. Again, the Northwest Company was alone at different points, as the Hudson's Bay Company had not followed them across the Rocky Mountains. In 1821, the two companies joined and became the Hudson's Bay Company, when the agreement was first made with the chief factors and chief traders, and the new concern became proprietors free of charge of all the lands, buildings and improvements that the two companies had in use, throughout the Indian country generally, previous to the junction.

Starting on this footing, it was then arranged that such property should not be valued on the books from year to year. And, moreover, in order to simplify the accounts during the period of the agreement, it was also arranged that all outlay at the different posts referred to, in the shape of repairs or renewals of the buildings, should be a charge on the business of the year in which such operations might be carried on; and that, therefore, no entry for such outlay would appear in the general accounts at all. This regulation, I believe, is in force to the present day, when the Hudson's Bay Company is in possession of posts and trading establishments all through the Indian countries of British North America, where they have improvements of various kinds, but of which, I believe, there is no valuation in the London accounts, and of which the accountant there can have no knowledge whatever.

Int. 19.—Was the regulation you speak of in the beginning of your answer to the last interrogatory, given to all the book-keepers of the Hudson's Bay Company, and did it apply to all the posts?

Ans.—To the book-keepers or accountants serving in the Indian country, I believe the rule was general, and so far as I know, it applied to all the posts in the Indian country.

Int. 20.—Did it apply to you while you were book-keeper at Vancouver?

Ans.—It did.

Int. 21.—Were not the books of the Company kept under certain other regulations, which were prescribed by the officers of the Company at London?

Ans.—During my term of service as a book-keeper, the books were kept according to a certain method; but I was under the impression then that the regulations for keeping the books emanated from the Governor and Council in the country, and were acted on when approved of by the Governor and Committee in London. There was a long string of rules and regulations for keeping the Company's books in the country; but at this distance of time, I have really very little recollection about them. I think I have seen them both written and printed.

Int. 22.—Are not now substantially the same regulations prescribed to the book-keepers of the Company?

Ans.—Probably they are; I hardly know.

Int. 23.—When did you last see a copy of the regulations under which the books of the Company were kept?

Ans.—It is almost impossible for me to say. I do not think my attention has been called to the matter for years.

Int. 24.—Was the agreement you have spoken of in answer to interrogatory 18, between the Hudson's Bay Company and the Northwest Company, in writing?

Ans.—I believe it was in writing, although I can have no personal knowledge of the matter.

Int. 25.—Have you ever seen this agreement?

Ans.—I may have seen a copy of it.

Int. 26.—You say that it was "also arranged that all outlay at the different posts referred to in the shape of repairs or renewal of the buildings should be a charge on the business of the year in which such operations might be carried on." Where was the first time this change would appear on the Company's books?

Ans.—It ought to appear, of course, in the local books of each post where such repairs were made in each year.

Int. 27.—Where was the last time it appeared?

Ans.—The entry I have referred to in my last answer would be the first and the last of it.

Int. 28.—Would not it afterwards appear in some shape on some other books of the Company?

Ans.—Not that I know of.

Int. 29.—It is stated in the testimony of Sir James Douglas, a witness on the part of the Company, (in answer to interrogatory 5,) that the outlay on buildings and other permanent improvements at the different establishments at the close of each year, was written off the books, or in other words, carried to profit and loss account, and now I understand you to say that these same charges appeared in no form on any book, except the books at the separate posts. Is your statement consistent or not with the statement of Sir James Douglas?

Ans.—Sir James' views of the matter and mine coincide exactly. Supposing at one of the posts \$100 of outlay had been made in the shape of repairs, in almost any other business this sum would have appeared to the credit of the post as a necessary outlay. By the Company's regulation this sum of \$100 is lost to the post in making up the accounts of the year, so that it goes to profit and loss.

Int. 30.—Would not the outlay of \$100 appear on the general books of the Company, not as outlay, but as profit and loss?

Ans.—It would not appear as a distinct entry; but had the outlay not been made at the post, the amount of profit in the general balance sheet of the year would have been increased by exactly that sum \$100. In that way the profit and loss account is affected by it, certainly.

Int. 31.—Did the general books show a separate account with each post?

Ans.—As the books were kept at Vancouver, some of the posts were separate, and others were combined into districts. Thus, Fort Colville combined the accounts of that post itself with the posts at the Kootenay and Flathead. Fort Okanagan was a post attached to Thompson's river district. The

Snake country included the posts at Fort Hall and Boisé. Fort Nez Percés or Walla-Walla was a district of itself. The Fort Vancouver Indian trade combined the Indian trade of that post with that of the Umpqua, Fort George or Astoria, and the Pillar Rock. There were other districts and posts which I don't now remember.

Int. 32.—What else appeared in the profit and loss account besides the outlay on buildings?

Ans.—I hardly know without seeing the books.

Int. 33.—If you saw the books, could you tell how much of the profit and loss account was made up of the cost of buildings, and how much from other things?

Ans.—If the details of such accounts were shown to me I could tell the amount. The general accounts as they were kept in my time would give no information as to the outlay for buildings.

Int. 34.—Give the names of all the books that were kept by you at Vancouver, and tell what each contained.

Ans.—There were a great many books kept by me at Vancouver; I hardly am prepared now to give their names or say what their contents were.

Int. 35.—Will you make a detailed statement of the accountability of the officers of the separate posts, to the post at Vancouver, for all goods and moneys sent to them, or received by them, or all furs or other goods received by them, also the accountability of the officers at Vancouver to each other, and of the post at Vancouver to the Governor and Committee at London.

Ans.—During my connection with Fort Vancouver, between the years 1839 and 1845, the late Dr. McLoughlin, as senior chief factor, had control of the Company's business on the west side of the Rocky Mountains, during which time, Vancouver was the centre and headquarters of the trade. In each year, the supplies of goods for the interior posts up the Columbia were sent up from there, and the furs traded for and collected in each year were also brought down to Vancouver. In the same way supplies for the trade on the northwest coast, and the furs from there were brought back

in ships. The supplies for the trade and equipment of the posts consisted, generally, of the trading goods and provisions. I do not think there was much cash or ready money used. I am not aware that it was customary for the officers in charge of districts and posts to give vouchers when they received goods from the depot at Fort Vancouver, nor were receipts given to them for the furs that were sent to the depot; further than this—acknowledgments made by letter. Sometimes, when the gentlemen would accompany the brigades from the interior to the depot, I am not certain that even that form of acknowledgment was followed. The goods for the supply of the trade required from England were furnished from time to time on requisition of the late Dr. McLoughlin. The furs collected in each year were packed and sent to England. The officers in charge of the posts, as well as at Fort Vancouver itself, were all accountable to Dr. McLoughlin, as having a general superintendence of the business; and he, himself, though in communication with the Governor and Committee in London, was in reality accountable to the Governor and Council of Rupert's Land.

Int. 36.—Would not the books at Vancouver show the number of hinges, nails, axes, and goods of all kinds sent to each post in any one year, and the amount of furs received from each post or district?

Ans.—The accounts in my time would show these entries not to each post, probably, but in the collective form of districts.

Int. 37.—What would prevent the officer at each post from erecting as many buildings as he pleased?

Ans.—In such case, before doing so, he would have to communicate with his senior officer. In the case of necessary repairs, he would have to do it on his own authority.

Int. 38.—Would the books at Vancouver show what was the cost of the erection of the various buildings at that post?

Ans.—The general accounts would not show it.

Int. 39.—What accounts would show it?

Ans.—There was a considerable portion of Fort Vancou-

ver built before I went there; a great deal of money had been laid out upon it, and upon improvements generally. During my connection with the place then, I suppose the outlay could be found in the local books of the place, that is to say the wages and material used for the buildings.

Int. 40.—What buildings were built at Vancouver after you went there in 1839, for which the Hudson's Bay Company now claim compensation?

Ans.—Within the fort itself, the picketing or stockade fence was entirely renewed, all the large warehouses, four, I think, in number, the office, the bakehouse, the prison, and the forge. Outside the fort pretty much all the dwelling-houses, and everything in the shape of stores, the church, the school-houses, farms, and various dwelling-houses. On the Mill Plain, six miles from the fort, the farm of a thousand acres was put under fence, the necessary farm buildings thereon, stables, barns, dwelling-houses, &c. At the saw and grist-mills new mills were put up; also at the dairies, on Sauvies' Island, and below Fort Vancouver, new buildings were put up.

Int. 41.—Was there not, about the year 1864, a controversy between the Hudson's Bay Company and the Catholic Church about certain buildings at Vancouver, and was not the cost of construction and material furnished by the Company, shown from the books of the Company by Mr. Grahame, an officer of the Company?

Ans.—I am not aware there was ever any controversy between the Catholic Mission and the Company, neither was I aware that Mr. Grahame had acted as stated in the question.

Int. 42.—When did you last see the books of the Company, which you say you suppose might show the "wages and materials" used for the buildings at Vancouver?

Ans.—I could hardly say. I have already stated that there had been a great deal of outlay incurred on the improvements of Fort Vancouver before I went there, of which I had a very imperfect knowledge. Of the outlay during my connection with the place, I really do not know when I saw the books.

Int. 43.—Have you seen them since 1850?

Ans.—I may have seen them; I do not know.

Int. 44.—Do you remember to have seen them since 1850?

Ans.—I may have seen some of them; I dare say I have.

Int. 45.—When, since 1850, have you seen some of them?

Ans.—I may have seen some of them at Vancouver's Island.

Int. 46.—Do you remember to have seen any of them at Vancouver's Island since 1850?

Ans.—I think I have seen the books of wages paid to servants, under agreement at the different posts, for some of the years I was at Fort Vancouver.

Int. 47.—In whose possession were these books?

Ans.—In the Company's office, at Victoria.

Int. 48.—When do you last remember to have seen any of these other books, referred to in your answer to interrogatory 39, as local books?

Ans.—I do not know when I saw them last.

Int. 49.—Do you remember to have seen them since 1845?

Ans.—I may have seen them in 1846; but I have no recollection of seeing them since.

Int. 50.—Were these local books at Vancouver when you left there in 1844?

Ans.—Yes, so far as I know.

Int. 51.—Who succeeded you as book-keeper of the Company?

Ans.—Thomas Lowe.

March 13, 1867, Resumed.

Int. 52.—When did you last see any of the Company's books at Vancouver?

Ans.—In the year 1858.

Int. 53.—What books did you see?

Ans.—There was quite a number of books; I can't detail them.

Int. 54.—Can't you give a more detailed answer to the last question?

Ans.—For some years previous to 1858, I had charge of Fort Vancouver, where in the office of the establishment there were a great number of account books of various kinds, of which I had very little personal knowledge. In the summer of 1858, I transferred the charge to Mr. Grahame, books and all, and left the place.

Int. 55.—How many books were there when you transferred them to Mr. Grahame?

Ans.—There were a great many books on the shelves, and packed away in cases; I could hardly estimate the numbers; there must have been some hundreds of books, I should think.

Int. 56.—Were these the general or local books of the Company?

Ans.—So far as I know, they were all the books of the Company, for many years previous.

Int. 57.—Was it not the custom and duty of the Company's officers to preserve carefully all the books of the Company?

Ans.—Yes; I believe so.

Int. 58.—When the Hudson's Bay Company left Vancouver, what was done with their books?

Ans.—I was not at Fort Vancouver when the Company left there. I have understood, however, that when they did leave there, they were turned out of house and home by General Harney; and who, as I understood, was then a general officer in the regular army of the United States. The Company's establishment, which they had long occupied there, being thus broken up, they had to go where they could best get a footing, and then went to Vancouver Island. What they took or what they left at Vancouver, I cannot, of my own knowledge, say; and if anything has happened to any of the Company's books and accounts, which I left in very perfect order, in 1858, and which I suppose would have been there to this day but for this act, then General Harney is to blame for it.

Int. 59.—Do you not, as an officer of the Company, know, from information derived from other officers of the Company, what was done with the Company's books when they left Fort Vancouver?

Ans.—I have understood they were taken to Victoria.

Int. 60.—Did you not understand they were all taken to Victoria?

Ans.—I may have so understood; I am not positive.

Int. 60½.—What officer of the Company was entrusted with the duty of removing the Company's books and other property from Vancouver to Victoria?

Ans.—I believe it was Mr. Grahame.

Int. 61.—Have you not seen some of these books at Victoria since 1858?

Ans.—Yes.

Int. 62.—What ones, and how many have you so seen?

Ans.—I could not answer exactly. Those I did see were merely books of general accounts that were in use at Fort Vancouver, when I was first connected with the place.

Int. 63.—Do you know whether those books are still there?

Ans.—So far as I know, they are still there.

Int. 64.—Have you known of any books of the Company which have been destroyed within the last ten years?

Ans.—I cannot say that I remember any being destroyed within ten years; I cannot say, however, what became of the books at Fort Nez Percés, Fort Boisé, Fort Hall, when they were abandoned during the Indian war of 1855–6.

Int. 65.—Have you not been the senior officer of the Hudson's Bay Company, on the Pacific coast, since 1861?

Ans.—While out there, I have been; I was out there for something over three years, since 1861.

Int. 66.—Have you ever given an order of any kind that any books of the Company should be destroyed?

Ans.—I never have in any shape or way.

Int. 67.—Have you ever learned from any officers of the Company, by official report or otherwise, that any books of the Company have been in any way destroyed?

Ans.—Not that I remember of.

Int. 68.—Do you not believe that all the general books of the Company, which were originally kept at Vancouver, are now at Victoria?

Ans.—They may be there. I have no personal knowledge that they are all there, not having seen them all.

Int. 69.—Do you not believe that the local books of the post at Vancouver and other posts are there?

Ans.—They may be there. I myself, however, saw none of them, unless it may have been the books containing the list of wages of the engaged servants at the different posts.

Int. 70.—Were not these books of wages part of the general books, as well as of the local books?

Ans.—They were part of the general accounts, by which you saw the wages paid to the engaged servants at each district every year, but this book did not show how those servants were employed at the different stations so as to know in what way they had been employed throughout the whole year.

Int. 71.—Did the books of the post at Vancouver, which you kept, show in what particular labor the servants at that post were employed?

Ans.—I think not.

Int. 72.—Do you not believe that accurate copies of the general books kept at Vancouver are now in the Company's office in London?

Ans.—Until 1854 copies of the general accounts were sent out in each year to York Factory in Hudson's Bay, but what became of them afterwards I am unable to say. Some of them may have gone to England. Since 1854 up to 1860, when the Company left Vancouver, copies of the general accounts were sent to the Hudson's Bay House, London, annually by express.

Int. 73.—Where were you when Mr. Grahame and the Hudson's Bay Company left Vancouver?

Ans.—I must have been on the voyage from England to Vancouver Island. When I got to Victoria the officers of the Company were all there except Mr. Grahame, who had remained in Oregon for some purpose, and came to Victoria about a month afterwards.

Int. 74.—Have you not stated in answer to interrogatory 73, of the previous cross-examination, that "Mr. Grahame on withdrawing from Fort Vancouver transferred all the papers and documents of the place to me at Vancouver Island?"

Ans.—When Mr. Grahame came to Victoria, as already mentioned, a month after my arrival there, he delivered to me

certain papers and documents relating to the troubles which had taken place between him and the military authorities at Fort Vancouver, which are the papers and documents I referred to in my reply to the cross-interrogatory 73. I took charge of these papers by order of Mr. Dallas, who was then the Company's representative at Victoria.

Int. 75.—Did you not answer to interrogatory 94, of your previous cross-examination: "Do the books of the Company, now at Victoria, show all the business operations of the Company in all its branches between 1842 and 1863, at the several posts south of 49°?" give this answer: "Up to 1860, all the accounts were at Fort Vancouver. So far as I know they extended to all the matters mentioned in the question. They were removed to Victoria, and so far as I know there were none lost."

Ans.—I made that answer, as I do now, from hearsay, without a personal knowledge, being away at the time the Company left Fort Vancouver.

Int. 76.—Who told you that all the accounts were at Fort Vancouver up to 1860?

Ans.—I suppose it must have come from Mr. Grahame, from the time I left Vancouver in 1858.

Int. 77.—When did you first receive as a part of your salary a share of the profits of the Hudson's Bay Company?

Ans.—My interest as a chief trader commenced on June 1, 1846.

Int. 78.—What was your share of the profits the first year?

Ans.—It was one eighty-fifth of forty hundredths of the profits of the trade. I am unable to state the amount in money as my papers are not here.

Int. 79.—How long time usually elapsed after the annual accounts were closed at Vancouver before you received your share of the profits?

Ans.—My first dividend for the year already mentioned, and closing on the 31st of May, 1847, was made to me in London, as on the 1st of June, 1848. Then again I had another, December 1 following; each consecutive year afterwards began the dividends on the 1st of June following; then again

December 1st; and so they ran on year after year, half yearly.

Int. 80.—You have said in answer to interrogatory 10, in your principal examination, that the profits of that trade, meaning the fur trade at the posts in Oregon south of the forty-ninth parallel in the year 1846, and for years previously, averaged more than £7,000 per annum; on what knowledge did you make that statement?

Ans.—On my knowledge and recollection of the books I used to keep, and afterwards kept by Mr. Lowe.

Int. 81.—Did the books kept by you show the profits of the fur trade?

Ans.—The books showed the profits, besides which, each post every year paid its outlay for the buildings and repairs which the books, of course, did not show.

Int. 82.—Did the books show the profits of each post or district?

Ans.—The books showed the profits of each post in their combined form of posts or districts.

Int. 83.—Did the copies of the books sent to York Factory show the profits of each post or district?

Ans.—So far as I remember they did.

Int. 84.—Can you make any more definite statement of the amount of the profits of the Company than you have already made?

Ans.—I could not very well do so from memory. If I could see the books I could.

Int. 85.—During what year previous to 1846 was the fur trade south of the forty-ninth parallel the most profitable, and what year was it least profitable?

Ans.—I could not answer that from memory without seeing the books.

Int. 86.—When was it more than £7,000, and when less?

Ans.—I could not say without looking at the books.

Int. 87.—What were the profits in 1846?

Ans.—I could not answer from memory.

Int. 88.—Was there a profit on the trade of the posts south of the forty-ninth parallel in 1846?

Ans.—Yes, there was a profit in 1846.

Int. 89. Was there not some year previous to 1846 when there were no profits from these posts?

Ans.—There was no year between 1839 and 1846 on which there was not a profit.

Int. 90.—Did not the profits of the Company from these posts decrease annually from 1839 to 1846?

Ans.—There may have been a decrease, but the average profit on the whole will amount to more than £7,000 per annum.

Int. 91.—Did not these profits gradually decrease after 1846?

Ans.—The profits after 1846 kept up pretty well for some years. I left the country in January, 1847, and returned in September, 1853, by which time the annual profits had got to be very low. There was trouble with the Indians of the Walla-Walla country in the winter of 1847–8, when the late Dr. Whitman and his amiable wife were murdered by the Indians and their mission at Waïletpu was destroyed. An Indian war followed, and spread trouble all over that country, making its influence felt as far up as Fort Boisé and Fort Hall. Some two or three years afterwards Dr. Dart made his appearance in Oregon as Superintendent of Indian Affairs, with instructions from the Commissioner of Indian Affairs at Washington city not to allow the Hudson's Bay Company to trade with Indians in his superintendency. After that, in December, 1853, the late Isaac I. Stevens, then Governor of Washington Territory and Superintendent of Indian Affairs, directed Mr. Ogden, as representing the Hudson's Bay Company, to stop trading with the Indians six months from January 1, 1864, in any portion of Washington Territory. This was followed, in the year 1855–6, by a war with the Indians, known as the Yakama Indian war, during which the Company had to abandon their posts at Walla-Walla or Nez Percés, Fort Hall, and Fort Boisé, and finally the Indians in different parts of Washington Territory, some time in 1856, were removed to reservations, leaving the Company no Indians to trade with, except at their stations at Fort Colvile, the Kootenay and Flatheads. This statement will at once account for the falling off of the Company's fur trade at the posts mentioned, which occurred

not in consequence of any fault of the Company, but owing to the want of that protection from the United States Government which they had a right to look for under the treaty of 1846.

Int. 92.—Would it not appear from the books when each post ceased to be profitable, or how profitable it was when the business connection of the Company with each post ceased?

Ans.—The books ought to show it.

Int. 93.—Have you any knowledge in regard to the profits of the Company in various years since 1839 other than you obtained from the books?

Ans.—So far as regards the years between 1839 and 1846, I have been talking about the annual average profits from my memory of the books. As to the profits after 1846, I have been talking generally, having been absent from the country until 1853.

Int. 94. Did you not make your answer to interrogatory 91 from information derived from others?

Ans.—The information regarding the Indian war of 1847-8, and of Dr. Dart's instructions, I had from others. I was in the country when the late Governor Stevens sent his orders, in writing, to the late Mr. P. S. Ogden, and also during the Yakama Indian war, and the removal of the Indians to reservations.

March 18, 1867, Resumed.

Int. 95.—Were the orders of Dart and Governor Stevens ever enforced?

Ans.—So far as the orders of Governor Stevens were concerned, I always considered them as in force, never having been rescinded. In the case of Dr. Dart I am unable to say whether they were enforced or not.

Int. 96.—Were the orders of Governor Stevens ever enforced?

Ans.—Of course they must have been enforced, by removal of the Indians to the reservations which was eventually done by his orders, preventing, as I have already said, from that

date, any trade with the Indians in Washington Territory, except at the posts of Colville, Kootenay and Flatheads.

Int. 97.—Were the orders enforced in any other way?

Ans.—I do not know that they were; but the effect of such standing orders on the Company's trade was, I conceive, most disastrous, as they never knew from one day to another what was going to come next.

Int. 98.—Could not the Company have re-occupied Forts Walla-Walla, Bois , and Hall after the close of the war in 1855-6?

Ans.—The war with the Indians did not close until late in the summer of 1858, when General Wright, with a large command of regulars, crossed Snake river and had quite a fight with the Indians in the Spokane country. This closing battle had not taken place when I left Fort Vancouver in June, 1858. I am, therefore, positive that the Company could not have reoccupied any of the stations at Walla-Walla, Bois , and Fort Hall with anything like safety of life and property. After that, between 1858 and 1860, it is probable that the same difficulties existed still, though I cannot say so of my own knowledge. It would have been of no use, even if the Company could have gone back to those posts, after the Indians had been removed from their hunting grounds to reservations, as there would have been no Indians to trade with.

Int. 99.—Did not the Hudson's Bay Company occupy and trade at the posts of Walla-Walla, Bois , and Hall for six months or a year after the order of Governor Stevens should have taken effect, if enforced?

Ans.—I think the Company did so.

Int. 100.—Did they not occupy them and trade with the Indians until they were obliged to flee from fear of the Indians?

Ans.—I believe so.

Int. 101.—Did the Company ever intend to abandon those posts, or stop trading with the Indians on account of Governor Stevens' order?

Ans.—I think not.

Int. 102.—How far was the scene of the battle in the Spokane country from Walla-Walla, Bois , and Hall?

Ans.—The battle-field was at a distance from either of those establishments, but the whole section of country had continued in a very disturbed state from the commencement of the war in 1855, and it was not safe for small and detached parties to travel among the natives for probably hundreds of miles in certain directions, taking the Company's post at Walla-Walla as the centre?

Int. 103.—Do you not know that the reservations of land were set off to the Indians to afford them permanent homes, and that they not only could hunt on these lands but in other parts of the country, and were as free to sell their furs as ever, to whom they pleased?

Ans.—I have no doubt the removal of the Indians to the reservations was done with the best intentions, but so far as I know the Indians once on the reservations are not allowed to trade and traffic with everybody that comes along, being under the control of officers at the different reservations, who prevent as much as possible anything like a general intercourse between the Indians and the whites.

Int. 104.—In what particular service are you now employed as an officer of the Hudson's Bay Company?

Ans.—My principal duty at present is in Washington, looking after the proceedings going on before the Commissioners in this case.

Int. 105.—Were you not telegraphed for at Montreal to come to Washington and go to Charlotte, North Carolina, to attend the examination of Admiral Wilkes?

Ans.—I am not aware that I was telegraphed for to come to Washington from Montreal to attend the examination of Admiral Wilkes, at Charlotte, in North Carolina. But I did go from Montreal to that place and was present when Admiral Wilkes was examined.

Int. 106.—Did you not at Montreal receive a telegram from one of the counsel of the Hudson's Bay Company that Admiral Wilkes was ready to be examined, or would be examined on a certain day?

Ans.—I did receive such telegram.

Int. 107.—How long did you remain at Montreal after receiving this telegram?

Ans.—About three full days.

Int. 108.—Did you not telegraph back to the counsel of the Hudson's Bay Company at Washington, to the effect that you would come to the United States to be present at the examination of Admiral Wilkes?

Ans.—I did telegraph back in reply to the counsel mentioned, from which he might have inferred that I wished to be present, but in the telegram itself I am not aware that I either talked of the admiral or his examination either.

Int. 109.—Did you not at Charlotte, during the examination of Admiral Wilkes, both in the room during the examination and in and out of the room at other times, consult with the counsel of the Hudson's Bay Company in regard to the cross-examination of the admiral?

Ans.—I believe I did so, out of the room, certainly; but in the room, while the cross-examination was going on, I have no recollection to have said much, if anything.

Int. 110.—Have you not been present, and have you not desired to be present, at the examination of various other witnesses of the United States in this case since January last?

Ans.—I have been present of my own desire.

Int. 111.—Have you not consulted with the counsel of the Hudson's Bay Company, during these examinations, in regard to the examination and cross-examination of the United States witnesses?

Ans.—Well, I am not aware that I asked any questions myself, but the counsel for the Company has occasionally asked me for information while such proceedings were going on.

Int. 112.—Has not the counsel of the Hudson's Bay Company desired that you should be present at these examinations?

Ans.—There were times when he has asked me to be present, but not always.

Int. 113.—Did not he (the counsel of the Hudson's Bay Company) on last Wednesday, when the examination for that

day was finished, consult with you as to whether it was better or not to send copies of your testimony of each day to Judge Day, senior counsel of the Hudson's Bay Company?

Ans.—I remember he said something to me about it, but I don't recollect what he proposed to do.

Int. 114.—Are you not really here acting as client in this case?

Ans.—I am here not as client, but as a chief factor of the Hudson's Bay Company.

Int. 115.—Are you not here as an agent of that Company, to look out after their interests in this case?

Ans.—I suppose I am.

Int. 116.—Under whose direction or orders are you here?

Ans.—My orders come from the Hudson's Bay House in London.

Int. 117.—When did you receive these orders?

Ans.—I left London on the 28th of October, 1864, previous to which I received my orders. Since that I have occasionally had communications with the House.

Int. 118.—Have you not a distinct pecuniary interest in whatever money or moneys the Commissioners may award in this case?

Ans.—Nothing more than my chief factor's interest gives me.

Int. 119.—What part of the amount awarded will this interest give you?

Ans.—I am unable to say. I am entitled, no doubt, to the two eighty-fifths of forty hundredths of anything that may be divided.

Int. 120.—Do you mean from this to intimate that this award will be divided among all the officers of the Company at the time of division, in the same way as the ordinary profits of the trade?

Ans.—I believe so.

Int. 121.—Do you know how this disposition will be made?

Ans.—I know nothing further than what I have already stated as my belief.

Int. 122.—On what knowledge is this belief founded?

Ans.—I have no particular knowledge about it.

Int. 123.—Did you not assist the counsel of the Hudson's Bay Company to prepare the memorial which was presented April 17, 1865, a printed copy of which is now shown you?

Ans.—I believe I did so.

Int. 124.—Where was this memorial prepared?

Ans.—In Canada, I think.

Int. 125.—Do you not know?

Ans.—Yes; it was there.

Int. 126.—On what authority or information was this part of the memorial made, quoting from page 10:

“The post at Vancouver, so-called, consisting of a stockaded fort, with dwelling-houses, store-houses, school-houses, houses for servants, shops, barns, and other out-buildings, with a stockade and bastions, erected at great cost, and of the value of fifty-five thousand pounds, (£55,000”?)

Ans.—I may have had something to do with it.

Int. 127.—Have you not, since your answer to interrogatory 125, consulted with the counsel of the Hudson's Bay Company in regard to your answer to interrogatory 126, or other matters connected with this examination?

Ans.—I did speak to the counsel. The answer is entirely my own.

Int. 128.—Did you not speak to the counsel in a whisper, and did he not reply so?

Ans.—Yes.

Int. 129.—Do you not know that you had something to do with the preparation of the memorial?

Ans.—I had something to do with it, of course.

Int. 130.—Was it not on your information, and with your advice and consent, that the passage quoted in the interrogatory 126 formed part of the memorial?

Ans.—I don't know how far my advice went in the matter. Of course I have no doubt the information given by me had much to do with it. I consented, of course.

Int. 131.—Did you not yourself fix a value on the property described in interrogatory 126, and offer this estimate to the counsel?

Ans.—I may have done so.

Int. 132.—Do you not know that you did so?

Ans.—I can't be positive about it, though I believe I did figure it out.

Int. 133.—Was your estimate higher or lower than £55,000?

Ans.—Something higher, I think.

Int. 134.—Why was your estimate cut down?

Ans.—I do not know.

Int. 135.—How much was it cut down?

Ans.—I do not remember.

Int. 136.—Do you distinctly remember that it was cut down?

Ans.—That is the impression on my mind.

Int. 137.—Was it against your desire that it was cut down?

Ans.—I made no objections about it.

Int. 138.—Who else was consulted as to the value which should be put on this property?

Ans.—There may have been others besides me consulted; I don't remember of any.

Int. 139.—From what books did you figure out the value of this property?

Ans.—My figuring out was made pretty much from memory, and from knowledge of the place.

Int. 140.—What do you mean by knowledge of the place?

Ans.—Personal knowledge of Fort Vancouver and its improvements, when I was there or thereabouts, at the time when this valuation was put upon the place.

Int. 141.—When you speak of knowledge, do you mean knowledge of the cost, or knowledge of what the buildings would sell for?

Ans.—I speak of knowledge of its value to the Company's business.

Int. 142.—Can you tell us by what arithmetical process you arrived at your estimate?

Ans.—The fort was a very large establishment. The enclosure of 750 feet front, containing a great many buildings inside. Outside, at hand, there were other buildings, stores and dwelling-houses, a church and school-houses, &c. There was a farm there, adjoining, of 500 acres, under fence; through all of which roads were made, and barns and stables

erected. The place itself was of great importance as the centre of trade, and was in very thorough order. My own estimate of its value would be all of £60,000.

Int. 143.—Has this estimate of £60,000 no regard to the cost of the post?

Ans.—I have said nothing about the cost of the post; I talk of its value to the business.

Int. 143½.—Do you mean to say, that in your estimate now, and in your estimate for the Counsel, which was afterwards cut down and put in the memorial, you did not at all consider the cost of the post at Vancouver?

Ans.—I may, or may not have thought of the cost; I am talking now to the business.

Int. 144.—Did your present estimate and the estimate in the memorial have no regard to the saleable value of the post?

Ans.—In 1846, at which time I put this valuation, there was no party or parties in that country who had the means of buying such a place had it been for sale, therefore I cannot speak of its saleable value, and I have not so spoken.

Int. 145.—What do you estimate to have been the cost of the property, described in the passage of the memorial, quoted in interrogatory 126?

Ans.—I am unable to divide the premises at Fort Vancouver. That is to say, if I attempted to give an estimate, it would be for the whole establishment at Fort Vancouver, including mills and all other improvements, dairies, &c. Moreover, any estimate that I now make would be a very incomplete one, and would refer only to the outlay which I believe was incurred while I was about Fort Vancouver, between the years 1839 and 1846, in all seven years. My estimate of such outlay is as follows:

Wages for 150 men at \$100 per annum,	- -	\$15,000
Rations for 150 men at 20 cents per diem, for one		
year,	- - - - -	10,950
		<hr/>
		25,950
		7
		<hr/>
For seven years, - - - - -	- - - - -	\$181,650

The 150 men referred to were nearly all brought from abroad, some from England, via Cape Horn, others from the Orkney Islands, who came by Hudson's Bay and crossed the Rocky Mountains, others again from Canada and Red River, and from the Sandwich Islands, who were brought at great expense, averaging \$100 each man, say - - - \$15,000
 The amount brought forward, . - - - - 181,650

196,650

Value of material used in the different structures about the place, machinery in the mills, &c., &c., say - - - - - 75,000

\$271,650

There were also employed two clerks as overseers, whose wages and board would amount to \$1,250 each—\$2,500 per annum for seven years, - - 17,500

\$289,150

Examination resumed March 19, 1867.

Int. 146—Do you mean to say that \$289,150 is your estimate of the cost of all the buildings and improvements at and around Vancouver, including the farm-houses, fencing, and mills?

Ans.—My estimate of that sum has only reference, as near as I can judge, to the outlay incurred upon the fort and surrounding improvements between the years 1839 and 1846. Previous to 1839 there had been a large expenditure of money upon the fort and the improvements round, of which I have no personal knowledge, neither am I able to give any estimate of the same.

Int. 147.—Do you mean to say that between the years 1839 and 1846, \$289,150 was spent by the company upon the fort and surrounding improvements?

Ans.—To the best of my knowledge and belief that outlay had been made.

Int. 148.—If this outlay had been made during that time, will not the books of the company show that such an amount has been put down to profit and loss in the accounts kept at Fort Vancouver?

Ans.—The balance of the profit and loss account has been affected no doubt by the effect of this outlay, whatever it may have been, in each year. But the account itself will not show how the money has been expended.

Int. 149.—Does not the balance sheet or profit and loss account of each post show on the debtor side, as expenses or losses, these items among others: “Goods sent to the post, food and supplies sent to the post, and wages paid to the engaged people at the post?”

Ans.—So far as my recollection goes of the accounts, the balance sheet of the different posts does show these entries on the debit side.

Int. 150.—Do you mean to say that 150 engaged servants of the company were employed for seven full years, beginning with the autumn of the year 1839, in making permanent improvements at and around the post at Vancouver?

Ans.—There may have been a greater number sometimes and fewer at others, but, to the best of my knowledge and belief, I think that number was so employed on an average one year to another.

Int. 151.—Were not many, if not all of the answers to your examination in chief, at the city of Montreal, written out before the examination, on consultation with counsel of the Hudson’s Bay Company?

Ans.—Some time in the second week of March, 1866, or thereabouts, Judge Day, then in Washington city, told me that he had proposed to Mr. Cushing’s representative that my deposition should be taken before him, when he replied something to the effect that he could not cross-examine me, for the reason that Mr. Choate, of New York, had been retained to attend to it. Judge Day shortly afterwards left for Montreal, where I followed him, as he was anxious to be within reach when my testimony was taken. As far as I remember, Judge Day gave me the questions in my deposition, when I wrote off

the answers, returning both questions and answers to Judge Day, and I may have consulted him about my answers, but I have no recollection about it. The deposition, questions, and answers, were then copied, and Mr. Choate sent for, who, on his arrival, proceeded to cross-examine me. (The United States object to the first members of Mr. Mactavish's answer to the 151st interrogatory, beginning "Some time," &c., and ending, "to it," as being hearsay, irresponsible to the interrogatory, and impertinent in law.)

Int. 152.—Were all the questions given to you at once by Judge Day?

Ans.—Probably nearly all of them were. They were, I think, either copied by a young man employed for the purpose, or written at the judge's dictation, and then brought to me; they may have been brought in two or three instalments.

Int. 153.—Were your answers all sent to Judge Day at one time?

Ans.—I think they were.

Int. 154.—Did you not, at some time after your answers were sent to Judge Day, alter them in consultation with him, either by leaving out certain parts of them, or by adding to them?

Ans.—I may have done so, but I have no recollection of it now.

Int. 155.—Do you not believe that you did so?

Ans.—I have no particular belief about it. I have no recollection.

Int. 156.—Do you recollect whether Judge Day was present at your cross-examination?

Ans.—So far as I remember, Mr. Choate had me all to himself while cross-examining me, and Judge Day came into the room and re-commenced my examination in chief, and I think remained there until Mr. Choate closed his final cross-examination.

Int. 157.—How long and how many men did it take to build each of the buildings, which in your answer to the 40th interrogatory of this cross-examination you say were built while you were at Vancouver?

Ans.—I can't answer the question. I don't remember.

Int. 158.—In what year was the stockade fence renewed?

Ans.—Some of it was renewed in the autumn of 1842, and by the spring of 1845 the remainder of the entire enclosure had been renewed.

Int. 159.—How long a time would it take 150 men to renew this stockade?

Ans.—I hardly know. It would depend very much on their ability to do such work, and on the proximity of the timber suitable for pickets.

Int. 160.—Considering the ability of the servants of the Hudson's Bay Company, and the proximity of the timber for the pickets, how long do you believe it would have taken 150 men to have renewed the pickets?

Ans.—The Company had a great many hands employed at Vancouver and its surroundings, but there were very few of them who could be called skilled hands with the axe or tools of any kind. The labor was of the very cheapest kind, and the hands changed very often; men going away and others coming in their place. I never saw anything like 150 men working at one job. They were scattered about, working here, there, and everywhere, so that it is impossible for me to say how long they would have taken to renew this picket fence. The timber for the pickets was not by any means found close at hand, and if I remember right many of the logs, which were very choice, were cut at a great distance from the fort, and had then to be dragged out by oxen to the river-side and rafted down the river, and hauled by oxen up to the fort.

Int. 161.—What was the average number of men per day that were employed in renewing the pickets?

Ans.—I could not answer that question.

Int. 162.—When were the pickets first erected?

Ans.—I cannot say.

Int. 163.—Why were they renewed?

Ans.—I presume they had decayed.

Int. 164.—Of what kind of wood were the old pickets?

Ans.—Principally pine, probably with some cedar among them.

Int. 165.—Of what timber were the new pickets?

Ans.—I think they were much the same.

Int. 166.—Were not the old pickets all renewed before they had been standing twenty years?

Ans.—It is probable they had.

Int. 167.—Of what particular value was the picket to the Company?

Ans.—Defence and protection from the Indians, who were numerous and troublesome enough, as I understood, when Fort Vancouver was first established.

Int. 168.—Was there ever any attack of the Indians made on Fort Vancouver?

Ans.—The nearest to an attack by the Indians took place in the spring of 1856, when the Indians, during the Yakama war, watched their opportunity when General Wright, then in command of the 9th regiment of infantry, had marched with his troops from the Dalles on his way to Walla-Walla, or, as it is now called, Wallula. The Indians, observing that the troops were gone, made their appearance at the Cascade portage, where they murdered eighteen people, men, women, and children, and set fire to nearly all the buildings of the settlers on the portage, which was four or five miles in length. The people, young and old, were sacrificed at the upper end of the portage. The settlers at the lower end were warned of what was before them, and they made their escape as they best could down the river with boats or canoes, or anything that could float, coming on to Fort Vancouver, a distance of forty miles from the Cascades. The garrison at Vancouver was then in command of Colonel Morris, of the 4th infantry. That officer, on getting the information of what had happened at the Cascades, acted with great promptitude, and dispatched another officer, with all the soldiers he could muster, by steamer to the Cascades, where he had a fight with the Indians, but was unable to drive them out of the position they held there. The news of this outbreak at the Cascades, when known through the country on the north side of the Columbia, alarmed all the settlers very much, who with their families all flocked into Vancouver. At the garrison were many ladies

whose husbands were officers in the field, and many of them, with much anxiety about the safety of the garrison, came down for safety and protection to the Company's fort, which was secure from any Indian attack. For months afterwards women and children from the town of Vancouver slept every night in the fort for protection; all which shows that so late as the year 1856 the Hudson's Bay Company's fort at Vancouver, with its pickets, was not so much out of place.

Int. 169.—What do you estimate to have been the cost of this picket?

Ans.—I am unable to answer that question.

Int. 170.—What do you estimate to have been its value to the Company?

Ans.—I have put a valuation some time or other, but I forget now what it was.

Int. 171.—Was not in 1846 the improvements outside of the pickets at Vancouver of more value than those within?

Ans.—I dare say they were.

Int. 172.—What was the value of those within?

Ans.—I really cannot say now.

Int. 173.—What was the value of those without?

Ans.—I am equally unable to answer that question.

Int. 174.—What was the cost of those within?

Ans.—I am unable to say.

Int. 175.—What was the cost of those without?

Ans.—I cannot say.

Int. 176.—Can you estimate how many men were employed and how long they were employed in erecting the buildings within the picket?

Ans.—I am unable to make that estimate.

Int. 177.—Were not most of the buildings within the fort made of hewn timber?

Ans.—I think not.

Int. 178.—What ones were not made of hewn timber?

Ans.—The factor's house, the office, the four large warehouses, the long dwelling-house, the kitchen, the magazine, and there may have been more, but I do not remember.

Int. 179. Of what were these buildings enumerated in your last answer built?

Ans.—They were built up between the uprights of sawn plank, either two or three inches thick, except the kitchen, which was a frame building, and the powder magazine, which was of brick, with a copper door.

March 20, Examination Resumed.

Int. 180.—In reply to interrogatory 151, as to whether many, if not all, of the answers to your examination-in-chief, at Montreal, were written out before the examination, on consultation with counsel of the Hudson's Bay Company, you proceed to state in substance that in March, 1866, or thereabouts, Mr. Day proposed to Mr. Cushing's representative (? Mr. Stone) that your deposition should be taken before him, &c. Had not your deposition, in so far as examination-in-chief, been taken already long before that, say in the previous month of January?

Ans.—No; I think not.

(Mr. Lander objects to so much of this question as refers to Mr. Stone, as no mention has been made of Mr. Stone?)

Int. 181.—Do you remember in what month your examination-in-chief was taken?

Ans.—It must have been after I left here. I got to Montreal 29th March. I think it must have been between that time and when Mr. Choate cross-examined me.

Int. 182.—Had you never, previous to your return to Montreal, about the last of March, 1866, prepared any answers to any interrogations as a witness in behalf of the Hudson's Bay Company?

Ans.—I think it is likely I did, in Washington, in the shape of notes, in preparation of my expected examination before Mr. Cushing's representative, when I was ready to give my testimony in any way that they pleased.

Int. 183.—Who prepared these questions that you answered?

Ans.—I don't know that it amounted to questioning; it was more in the shape of consultation with Judge Day than anything else.

Int. 184.—Was Judge Day in Washington at the time?

Ans.—He was.

Int. 185.—Were these notes and answers which you say were made in consultation with Judge Day written out here in Washington?

Ans.—If I did write notes or answers at the time, they must have been written in Washington.

Int. 186.—Did Judge Day carry these notes and answers home with him?

Ans.—He may have done so; I dare say he did.

Int. 187.—Did you carry them home with you?

Ans.—I have no doubt I did so, if the judge did not.

Int. 188.—Do you not know what was done with these notes?

Ans.—I cannot say; probably they were torn up.

Int. 189.—Have you never seen them since you gave them to Judge Day?

Ans.—I do not know now whether he took them or I took them. If I took them, I must have torn them up. I have not got them now. If Judge Day took them, I presume they have been torn up. I have no recollection of having seen them since.

Int. 190.—When do you last remember to have seen them?

Ans.—In Washington, I suppose. I have forgotten all about it.

Int. 191.—Do you not remember and know that Judge Day had these notes in his possession when he wrote questions to which you afterwards gave him written answers?

Ans.—I am not at all positive about that.

Int. 192.—Did not Mr. Day, under date of January 3, 1866, notify Mr. Cushing by formal notice to attend the examination of witnesses January 13, 1866, at Montreal?

(Mr. Lander objects to this question, as the notices are the proper evidence.)

Ans.—I have no knowledge whatever of what Mr. Day wrote, or even if he wrote at all.

Int. 193.—Did not Mr. Choate, in consequence of this notice, go to Montreal, expressly as special counsel, to examine you, and find that your deposition-in-chief had already been completed?

(Mr. Lander objects to so much of this interrogatory as assumes that the witness knew of notice being sent.)

Ans.—The first time I had the pleasure of seeing Mr. Choate in Montreal was about the middle of January, 1866, when, I think, he said that he came there to cross-examine any witnesses that might be there. There was nothing in readiness for him to do, although I, as a witness, was quite ready then and there to give my testimony; but at that moment Judge Day had gone to Boston to see Mr. Cushing, and could not get back in less than a week. I could not very well be examined orally, or otherwise, except by Judge Day, and Mr. Choate, not caring to lose so much time, went off to New York. The next time I saw Mr. Choate in Montreal was on the afternoon of the 5th or 6th of April, 1866, after my return from Washington, when my deposition, as already stated, was placed in his hands. I do not know who sent Mr. Choate to Montreal.

Examination Resumed, March 21.

Int. 194.—With reference to Mr. Lander's exception to the introduction of Mr. Stone's name, by way of query, into the 180th interrogatory, please to state whether you did not mean Mr. Stone by the phrase "Mr. Cushing's representative," in your answer to the 151st interrogatory; and, if not, whom you did intend or understand by that phrase?

(Mr. Lander states that the objection was not to the introduction of Mr. Stone's name in particular, but to the assumption that the witness had stated that it was Mr. Stone.)

Ans.—I meant no one in particular. I did not see the gentleman, neither have I any recollection of asking Judge Day his name.

Int. 195.—Do you not know who this representative was?

Ans.—Not at that time. I do not know more now than I

did then of who it was. My first acquaintance with Mr. Stone, as representing Mr. Cushing, must have taken place after my return to Washington city from Montreal, which was on the 21st of April, 1866, or thereabouts.

Int. 196.—Whom do you mean by the same phrase in your answer to interrogatory 182?

Ans.—I ought to have said Mr. Cushing, or whoever represented him for the United States.

Int. 197.—Who was his representative in the early part of 1866, when you were in Washington?

Ans.—I am wholly unable to say.

Int. 198.—Please to look at the paper to be annexed hereto and marked "A," and state whether the signature affixed is or is not the signature of Judge Day?

Ans.—I believe it to be the signature of Judge Day.

Int. 199.—Who were the witnesses intended to be examined under this notice shown to you marked "A"?

Ans.—I cannot say, probably I was one of them.

Int. 200.—You say in answer to the 193d interrogatory, that on the arrival of Mr. Choate at Montreal, April 5th or 6th, my deposition, as already stated, "was placed in his hands." In response to which interrogatory had you previously made this statement?

Ans.—By my deposition, I mean my examination-in-chief, the queries and answers to which, on the arrival of Mr. Choate at Montreal, in April, were placed in his hands, and next morning he commenced my cross-examination. What I meant by placing the deposition in Mr. Choate's hands, was that he had it one night before cross-examining me. I do not know that I detailed this in my reply to the 151st interrogatory.

Int. 201.—At what time was your deposition placed in Mr. Choate's hands, April 5th or 6th—actually written?

Ans.—So far as I remember, between the 29th of March, 1866, and the 5th of April following. Mr. Choate arrived on the afternoon of the 5th or 6th.

Int. 202.—Was not Mr. Day absent from Montreal when Mr. Choate came there to examine you in January?

Ans.—I believe he was.

Int. 203.—Did not Mr. Ritchie, on this account, decline to allow your cross-examination to proceed, so that Mr. Choate was obliged to return to New York without accomplishing the object of his journey to Montreal?

Ans.—I certainly met Mr. Choate for the first time at Mr. Ritchie's office, but I never was aware that Mr. Ritchie had anything to do, either with bringing Mr. Choate to Montreal or with my cross-examination or examination-in-chief either.

Int. 204.—Why did Mr. Choate return to New York?

Ans.—So far as I remember, on the arrival of Mr. Choate at Montreal, on that occasion, Mr. Ritchie telegraphed the fact to Judge Day, then at Boston; when the judge replied also by telegraph that he could not very well return for some days, probably a week; on learning which, as nothing could be done during Mr. Day's absence, Mr. Choate, to the best of my recollection, being unwilling to lose so much time in Montreal, made up his mind to return to New York at once, which he accordingly did.

Int. 205.—Had not your examination-in-chief been already taken at this time, and was it not shown to Mr. Choate?

Ans.—My examination-in-chief was certainly not taken then, and could not have been shown to Mr. Choate on his arrival in Montreal, in January, 1866.

Int. 206.—Were you ready to be examined on the 13th of January, 1866, at Montreal?

Ans.—I was in Montreal then, and prepared to appear as a witness when called.

Int. 207.—Was Judge Day in Montreal on the 13th day of January, 1866?

Ans.—I am unable to say.

Int. 208.—Were there any other witnesses of the Hudson's Bay Company there besides yourself, ready to be examined?

Ans.—I have no recollection of any.

Int. 209.—Have any other witnesses than yourself ever been examined on behalf of the Hudson's Bay Company at Montreal?

Ans.—I am not aware of any.

Int. 210.—Do you, as agent for the Hudson's Bay Company,

know of any other witnesses whom it was proposed to examine at Montreal?

Ans.—I have no recollection of any.

Int. 211.—Did not what Mr. Day told you he had said to Mr. Cushing's representative, in March, refer to your cross-examination only?

Ans.—On the contrary, it had reference to my examination-in-chief, my cross-examination and anything else that might be required.

Int. 212.—Did not Mr. Choate, in March, desire to cross-examine you at New York, which was prevented by Mr. Day's concluding to have it done at Montreal?

Ans.—I am not aware of any such desire on the part of Mr. Choate.

Int. 213.—When you were in Washington, in March, 1866, did Mr. Day tell you that he had proposed to Mr. Cushing himself, at that time or any other time, that your deposition should be taken before him or Mr. Stone in Washington?

Ans.—I am not aware that Judge Day mentioned the names of either of these gentlemen in connection with the matter, except in so far as Mr. Cushing's name might have been mentioned in connection with his representative at Washington.

Int. 214.—Do you mean to say that Judge Day and yourself desired that your deposition should be taken in Washington in March, 1866, and that Judge Day expressed this desire to Mr. Cushing or his representative?

Ans.—I myself was quite desirous that my deposition should be taken in Washington in March, 1866, and Judge Day was, I believe, equally desirous. At least he so expressed himself to me, and that he had so stated to Mr. Cushing's representative.

Int. 215.—Was Mr. Choate sent for to cross-examine you at Montreal, in April?

Ans.—I think I have already stated that he was. I suppose he was.

Int. 216.—In part answer to interrogatory 151, which inquired whether your answers were written out on consultation with counsel of the Hudson's Bay Company, you say, "I

may have (Mr. consulted him Day) about my answers, but I have no recollection of it." Did you take counsel or advice from any other person or persons as to those answers?

Ans.—I am not aware of having done so.

Int. 217.—In the memorial presented to the Commissioners on page 10, certain buildings and mills; &c., are valued at £45,000. Did you make an estimate of these buildings and give it to the counsel of the Hudson's Bay Company?

Ans.—I believe I did figure the thing out.

Int. 218.—Was your estimate higher or lower than £45,000?

Ans.—I believe it was somewhat higher. I don't remember how much.

Int. 219.—Why was it cut down?

Ans.—I really don't remember.

Int. 220.—Were you any better able to figure up the value of those buildings then than you are now?

Ans.—If I had my notes by me I might possibly arrive at the same results as then. It is never very safe to deal with figures in speaking.

Int. 221.—What notes do you refer to?

Ans.—Notes that I had among my papers.

Int. 222.—What did these notes show?

Ans.—I hardly know. They show a great many things.

Int. 223.—Was this value of £45,000 referable to the saleable value?

Ans.—That depends upon what the memorial says. In my testimony I dealt with its value to the Company's business.

Int. 224.—In the estimate which you gave to the counsel of the Hudson's Bay Company, what value did you refer to?

Ans.—Any estimates that I have made were based on the value of the property to the Company's business.

Int. 225.—Are you able now to give any particular reasons why these buildings were of more value to the Company than £45,000, giving an estimate for each building what you consider it worth to the Company.

Ans.—Standing in this room where we now are it is impossible for me to go into such details. My estimate of the value of the place is based on my knowledge of it, as the whole

thing stood in 1846. Were it my own property at that period, I should not have sold it for £45,000 or for £75,000 either, had the money been offered to me, which is one reason, no doubt, why I look on the first-named sum as an under-estimate of the value of the property.

Int. 226.—How did the counsel for the Hudson's Bay Company arrive at the value of £45,000, which they have presented.

Ans.—I really do not remember.

Int. 227.—Did any other officer of the Company help them to make their estimate?

Ans.—Probably not; I think not.

Int. 228.—Did they have any papers, other than those furnished by you, from which they could make their estimate?

Ans.—I have no doubt they had.

Int. 229.—What were these papers?

Ans.—I really could not say.

Int. 230.—Do you know that they had any?

Ans.—I think they had.

Int. 231.—What ones do you know that they had?

Ans.—I have no recollection of any.

Int. 232.—Did they have the books of the Company from which they could judge of the cost of the buildings, or of their value to the Company?

Ans. They had no such books.

Int. 233.—Did you give them an estimate of the cost of the buildings?

Ans.—I did not.

Int. 234.—Can you give an estimate of the cost of the buildings?

Ans.—I am quite unable to give such an estimate, further than what was stated in my reply to the interrogatory in regard to the cost of all the buildings.

Int. 235.—Do you know when the mills were built?

Ans.—There were mills, saw and grist, at work when I went to Vancouver first in 1839, which, of course, were built previous to my arrival; but I could not say when. There were additional structures put up both at the grist and the

saw-mills, in the shape of new mills, some time between 1844 and 1846.

Int. 236.—Why were the new saw and grist-mills built?

Ans.—The new grist-mill was of a much larger size than the other, and the other saw-mill was, I think, in addition to the one that was working—that is, so far as I remember.

Int. 237.—Describe the two saw-mills particularly in reference to the number of their saws?

Ans.—I am unable to describe them.

Int. 238.—Describe them in reference to their cost.

Ans.—I am unable to do that.

Int. 239.—Was any part of them brought from England?

Ans.—Yes; there were very heavy wrought-iron cranks brought from England, also the saws and a lot of other gearing, blocks, &c., which I cannot very well describe.

Int. 240.—What books of the Company would show the cost of this machinery brought from England?

Ans.—It would be found in the invoice books of the Company the year they were imported.

Int. 241.—Did they use the old saw-mill after the new one was built?

Ans.—So far as I know, they did.

Int. 242.—Do you know whether they did or not?

Ans.—I have no personal knowledge about it.

Int. 243.—Was not the old mill often stopped on account of back water?

Ans.—In the summer months, when the Columbia river was very high, the back water would occasionally stop the working of the mill for a short period; but this did not happen every year, as the water had to be very high indeed before the working of the mill could be affected by it.

Int. 244.—Can you tell how many feet each of these mills was capable of cutting in a day?

Ans.—I do not remember; a large quantity, no doubt.

Int. 245.—Were these mills run night and day and Sundays, and all the year?

Ans.—Not on Sundays nor on holidays; but when running,

they ran day and night, having the regular watches of men to change.

Int. 246.—Do you mean to say in your answer to interrogatory 7, of your direct examination, that these saw-mills, previous to the year 1846, cut a million of feet annually?

Ans.—I believe I so stated.

Int. 247.—What books of the Company would show how much lumber these mills cut?

Ans.—There was a book or books at the mill which showed the amount of the lumber cut.

Int. 248.—What books would show how much lumber was shipped each year, and at what prices?

Ans.—There are different books would show this; I hardly remember what they were.

Int. 249.—When did the Company cease using these mills?

Ans.—I have no recollection of the mill working after my return in the autumn of 1853. Some lumber may, however, have been cut in the winter of 1853-'54, without my remembrance.

Int. 250.—Why did the Company cease to use these mills at or about 1853?

Ans.—I really have forgotten; probably some trouble with the settlers about.

Int. 251.—Had not the working of these mills ceased to be profitable previous to 1853?

Ans.—I never looked into the question, and not having been there myself, I don't know whether to say yes or no to the question.

Int. 252.—Do you know that the Company had any trouble with the settlers about the mill previous to 1853?

Ans.—I have no personal knowledge about it.

Int. 253.—Were not you in charge of Vancouver after 1853?

Ans.—I had charge of Fort Vancouver after the 30th September, 1854.

Int. 254.—Why did you not run the mills after that date?

Ans.—I have forgotten why.

Int. 255.—Would it not have been a loss to have run them?

Ans.—Not having run the mills, I do not know that it would

have been a loss or not. There was difficulty in getting logs, in consequence of the lands where the Company's logs ought to have been cut being occupied by people who claimed the land, and would not allow the trees to be cut. No doubt this was one reason why the mills were not working.

Int. 256.—What particular difficulties of this kind do you remember, and in your answer give names, dates, and location of these lands?

Ans.—I am unable to enter into these particulars now, and would simply state the circumstance or fact which occurred to my own knowledge.

Int. 257.—In what year were the Company prevented from cutting trees by the settlers?

Ans.—I do not know when the settlers first began to stop the cutting of lumber, but from the time I went there in 1853 until 1858, when I left, they would not allow anything of the kind to be done.

Int. 258.—Was there not abundance of woodland in the neighborhood of the mill, where the Company could have cut timber?

Ans.—In the immediate vicinity of the mill there was no timber left. In order to get logs, the Company had to go quite a distance off on the lands claimed by them, which being in the hands of other people who had settled upon them, and who looked upon them as their own, caused all the difficulty about getting logs.

Resumed March 22.

Int. 259.—How far was the nearest woodland claimed by the Company from the mill?

Ans.—A couple of miles.

Int. 260.—How large a tract of land had been cut over in 1853 to supply the Company's mill?

Ans.—A tract of some miles square back from the river, and down the river and up the river.

Int. 261.—Did not the distance which logs had to be carried

before they could reach the river add much to the expense of the lumber?

Ans.—Unquestionably.

Int. 262.—When was the price of lumber the highest at the mills?

Ans.—I was not in the country at the time, but I believe it was in the years 1849 and 1850, when lumber for many months was worth from \$70 to \$100 per thousand feet.

Int. 263.—What was lumber worth in 1846?

Ans.—I do not remember what lumber was worth at the mill in 1846, but at the Sandwich Islands, which was our principal market for that article, it was then worth \$50 a thousand.

Int. 264.—When did the price of lumber begin to rise in Oregon?

Ans.—In 1848 the price of lumber at the mills began to rise.

Int. 265.—What had been done with the lumber cut at the mills previous to 1848?

Ans.—A large quantity of it in my time was used for the purposes of building and improvements generally about Fort Vancouver and its surroundings. Some was sold in the country, and from time to time shipments were made to the Sandwich Islands, and perhaps to other places.

Int. 266.—Was it not cheaper for the Company to use the plank sawed at these mills for the buildings at Vancouver, which you have said were made of plank, than to use hewn logs?

Ans.—I cannot make the comparison, for I have no knowledge of the cost of handling hewn logs.

Int. 267.—Was not the site of the fort a forest when the Company went there?

Ans.—I hardly know. I suppose there must have been some of the timber standing at the time, because there was the remains of stumps here and there. Not far below the fort a belt or grove of trees went down all the way to what was called the Lower Plain.

Int. 268.—How did the Company occupy their saw-mills after 1854?

Ans.—The saw and grist-mills were in charge of the mill-wright, who had a house situated somewhere between them. He had assistants, of course, and labor, as he might require it.

Int. 269.—For what did this mill-wright ever require aid?

Ans.—When the grist-mill was running, of course he required assistance.

Int. 270.—Do you know of any repairs or improvements the Company ever made on these saw-mills after 1854?

Ans.—I don't remember of any.

Int. 271.—In answer to interrogatory 6th of your direct-examination, you say "the saw-mills, in 1858, were virtually in possession of a man named Taylor." What do you mean by virtually?

Ans.—He had taken possession of them, claiming the place as being on what he called his land-claim.

Int. 272.—Did Taylor run these mills after 1858?

Ans.—I left the country in 1858, and know nothing farther about them since.

Int. 273.—Have these mills ever been run since 1858?

Ans.—I am unable to say.

Int. 274.—Were not a superior class of mills built by settlers in the country previous to 1858, so that the Company's mills were unable to compete with them?

Ans.—There were a great many saw-mills through the country; whether they were superior or inferior, I am quite unable to say. The running of those other mills had nothing whatever to do with the stopping of the Company's mill. The situation was a very good one, as in the immediate neighborhood there was population sufficient to consume all the lumber that could be cut from time to time, selling the same at the ordinary market rates.

Int. 275.—When did the Company ship their last load of lumber from Vancouver?

Ans.—I don't think there was much sent after 1849?

Int. 276.—Did the Company ever try to use their mills after Taylor took possession of the land about them?

Ans.—The Company brought an action against Taylor to

remove him, but all the court would grant was an injunction forbidding Taylor to run the mills; and, if I remember right, the Company were equally bound in the same manner. This action against Taylor took place early in the year 1857.

Int. 277.—Describe the grist-mill.

Ans.—I don't know that I am able to describe it particularly; it was a very complete mill, with French burrs in it, and bolting-machine, elevators, &c., smut-machine also, and other conveniences for making good flour; and outside there was the necessary apparatus for receiving wheat from the river, and shipping flour when necessary. It was well situated for business, being close to the river, so that people coming that way with wheat to grind had every facility. On the shore-side there were good roads made up to the saw-mill, back from the grist-mill to the Mill Plain, and also down to Fort Vancouver. I am unable to give the cost of the mill; but the price of such portions of it as came from England, such as the burr-stones, bolting-machines, and other parts of the machinery, which I cannot detail, will no doubt be found in the invoice book of the year in which the articles were imported; a copy of such invoices is no doubt in England. I have forgotten how much flour the mill could or did grind in a year. So far as I remember, the Company kept the flour-mill running all the time.

Int. 278.—Would not the books of the Company show how much grain this mill ground each year, and how much profit it was to the Company?

Ans.—I do not remember whether the books would show how much the mill did grind in the course of a year, or what the profit was. I have no recollection in my time of any special account being kept to show what profit was made on the mill each year.

Int. 279.—When did the Company cease to run this mill?

Ans.—The grist-mill was running and in good working order when I left Fort Vancouver in 1858. Since that I know nothing about it.

Int. 280.—What was the average number of men employed by the Company at Vancouver from 1839 to 1846?

Ans.—To the best of my recollection all of 200 engaged men, one time with another. Besides which, there were a great many Indians employed there, the number of which I don't recollect, probably averaging over 100.

Int. 281.—What was the form of engagement entered into by engaged men?

Ans.—The laboring people engaged in the Orkney Islands, or on the Island of Lewis, generally signed agreements for a term of five years, a free passage to be found for them out to Hudson's Bay; and at the expiration of the term for which they had engaged, the Company had, in like manner, to send them home again. The men engaged in Canada did so, generally, for a term of three years, and had to be sent into the northwest, by canoes specially equipped for that purpose, from Montreal. The men who engaged at Red River settlement, in Rupert's Land, generally did so for three years, and were sent out from there to Norway House, in Lake Winnipeg, by boats, from whence they were distributed where their services might be required. The Sandwich Islanders were engaged at Honolulu for terms of three years. Passages were found them by ship to Fort Vancouver; and when the period for which they had engaged expired they were sent home in like manner, coming and going at the Company's expense. Parties who engaged in England, and came from there by ship to Fort Vancouver, were generally engaged for periods of five years, at the end of which time they were sent home again by ship, passages being found for them, both coming out and going home, at the Company's expense. The men coming from Canada, as well as from Red River, were also sent home to their respective countries, when their period of service had expired, in the same manner they were taken from there when first employed. These engagements bound the people to go into the Indian country in the manner stated, and to obey all lawful orders which the Company's representatives, under whom they might be serving for the time, might give. Among the people would be, as a general thing, a good many tradesmen, such as blacksmiths, carpenters, coopers, &c. The remainder would be employed as laborers and voyageurs. The rates of

wages annually paid these people varied according to their capacity, the tradesmen being better paid, and the scale commenced at £16 or £17 per annum, and went up to £30 or £35. Besides which, the people were always fed and lodged, and when at the different establishments, quarters were found for them, with medicines and medical advice. The engagements were printed forms, the blanks being filled up when parties engaged, according to the agreement.

Int. 282.—Is not the form of agreement now shown you on the 536th page of the 4th vol. of Wilkes' Exploring Expedition, entitled "Articles of Agreement between the Hudson's Bay Company and their Servants," a correct copy of which is hereafter to be annexed to this deposition and marked "B," a correct copy of the blank articles of agreement between the Hudson's Bay Company and their servants?

Ans.—The printed articles of agreement between the Hudson's Bay Company and their servants, now shown to me, is probably genuine, but it is a form of agreement with which I am quite unacquainted during all the years I have been in the service.

Int. 283.—Have you now in your possession forms of the various agreements between the Hudson's Bay Company and their officers and servants?

Ans.—I have not.

Int. 284.—Have these forms changed since 1846?

Ans.—They may have changed, though where I was serving on the northwest coast, I don't remember any change in them.

Int. 285.—Where can copies of the present forms of engagements be found?

Ans.—I should think they would be found at the Hudson's Bay House in London, if any where. The old forms, previous to 1846, are to be found at Vancouver Island.

Int. 286.—Where will any books of the Company be found, which will show the number, the time of service, and the number sent home, of the engaged servants of the Company, from 1839 to 1846?

Ans.—There ought to be such a record among the accounts

which were kept at that period at Fort Vancouver, and which, I suppose, are now at Victoria.

Int. 287.—Did not these servants, when sent home, work their own passage?

Ans.—Of those sent in boats, most of them worked; but a great part of the way in going out from Fort Vancouver there were craft especially fitted out for them, in which there was no cargo of any kind. So in the same way, where there was land transport, horses were found. In the same way the men returning to Canada had canoes fitted out for them, in which no cargo was carried. With regard to those going home in the ships, they would no doubt have to stand watch; but this was not necessary to the navigation of the ship, as the Company's vessels were always more than fully manned. The reason why these passengers kept watch was more a police regulation than anything else, as by this arrangement they were put under the control of the captain of the vessel, who would keep up order and discipline amongst them, otherwise they might get unmanagable on board and give trouble.

Int. 288.—Did not a great majority of the Company's servants either continue in the Company's service after their first term of service had expired, or else locate somewhere in the country?

Examination Resumed, March 23.

Ans.—A good many of the old hands, principally Canadians, had already settled down as farmers in the Willamette valley and on the Cowlitz prairie. When I first went to Fort Vancouver, and afterwards occasionally, some of the servants whose term of service had expired, obtained permission from time to time to settle in the country in like manner. But between the years 1839 and 1846 a certain number of the servants claimed the right to be sent home as by agreement, probably averaging in each year, including the Sandwich Islanders, something over thirty men. When I left Fort Vancouver, in January, 1847, the full complement of engaged men was there. What became of them afterwards I am unable to say.

Int. 289.—Did not some of the servants of the Company settle in the immediate neighborhood of Fort Vancouver even previous to 1846, and have not many of them settled in that neighborhood since 1846?

Ans.—There were no settlers in the neighborhood of Fort Vancouver previous to 1846, that I have any recollection of. When I returned to the country in 1853, I remember some three or four, probably of the old hands, who were settled in that neighborhood.

Int. 290.—What were the various duties of the men employed by the Company at Fort Vancouver?

Ans.—There were blacksmiths, carpenters, coopers, joiners, among the tradesmen; there were ox-drivers, log-cutters, men working at the saw and grist-mills. There were on the farms seedsmen, ploughmen, and harrowmen; reapers of grain, and harvest men generally for hay and other crops. Shepherds looking after the sheep. There were stock men looking after the cattle and the horses; and some seasons of the year there was a great deal of boating done, bringing wheat from the Willamette river and from the mouth of the Cowlitz river to Fort Vancouver. There was a tannery at Fort Vancouver, and a harness-maker also. Of course, besides these, there were the hands employed under the carpenters, &c., going on with the buildings and other improvements. There were hands also employed from time to time in loading and discharging the ships, including the necessary number of those who were carting the cargoes to and from the ships to the fort. There were men employed in the building and repairing of boats, and I remember on one occasion a very good-sized schooner was built and equipped there, known as the Prince of Wales, which plied on the Columbia river as far down as Cape Disappointment, and up the Willamette river as far as Oregon City.

Int. 291.—Were there not more than one quarter of the Company's engaged servants employed in the various occupations named in your last answer other than in repairing and erecting the buildings.

Ans.—The erection and repair of buildings required not

only the labor for such a purpose, but there must necessarily have been employed the men who were employed in cutting the logs, sawing the lumber, and bringing it down the river by boats, and then carting it to the place where it was to be used from the beach. On the Mill Plain, where there was 1,000 acres of land under fence, the cutting and carting the rails required a great deal of labor. The cutting, sawing, and carting the lumber from the saw-mills back to the plain, with the making of the necessary roads, also required a great many hands, from time to time. The dairies, of which there were three on Sauvie's Island, in different places, were at a distance of something over twelve miles from the saw-mill; from whence, all the lumber required in their construction or repairs, as the case might be, were brought by boats, calling for much labor in that way. There were blacksmiths employed at the saw-mill, in the case of anything breaking about the mill, from time to time. There were also at Vancouver a great deal of blacksmith's work required in the construction and repair of the different buildings. Taking the whole thing together, to the best of my recollection, one time with another, there were not fewer than 150 of the engaged hands at Fort Vancouver while I was there, between 1839 and 1846, employed in the construction and repair of buildings and on the permanent improvements of the place.

Int. 292.—Do you mean to say that an average number of 150 men, or three-fourths of what you have stated to have been the average number of the engaged servants of the Company at Vancouver, were continually employed, from 1839 to 1846, in erecting and repairing the Company's buildings and fences, and other permanent improvements, not including roads?

Ans.—I am unable to separate the roads from Fort Vancouver to the farms and mills, as I look upon them as permanent improvements, without which it was impossible for the Company to occupy or to do anything with the farms back from the Fort, at least a distance of six miles, and the other farms around the fort and down the river. Including the roads as part of the proper permanent improvements, I believe

that the number of men, say 150, were employed, as stated in the question.

Int. 293.—In your answer to interrogatories 145, 146, 147, 150, and 291, have you, in your estimates of the cost of the number of men employed in the permanent improvements of the Company, always included the roads in the permanent improvements?

Ans.—Always.

Int. 294.—Are you now able to give an estimate of the cost of erecting or repairing the Company's buildings or fences, as distinct from the roads?

Ans.—I cannot give the estimate in any other way than I have already done, in which the roads in the neighborhood of Vancouver, on the Company's claim there, are considered as part of the permanent improvements.

Int. 295.—Can you tell which cost the most, the roads or the buildings, and in what proportion were their costs?

Ans.—The roads cost the least, no doubt; but I can't tell anything about their proportion.

Int. 296.—Can you estimate the number of men employed on the buildings, and the length of time they were employed; and can you do the same with the roads?

Ans.—I cannot.

Int. 297.—Can you refer to any officer of the Company, now living, who knows anything more about this matter than you do?

Ans.—I don't remember of any.

Int. 298.—Can you refer to any books of the Company, that will show anything about the cost of the buildings and the roads?

Ans.—I don't know of any.

Int. 299.—How did the Company pay the Indians employed in their service?

Ans.—They paid them in goods, generally.

Int. 300.—Can you mention any article that the Company were accustomed to pay the Indians for a day's work?

Ans.—I have no recollection of how, or what they were paid.

Int. 301.—Did any books of the Company, kept at Vancouver and the other posts, show what amount of goods were paid the Indians, annually, for labor?

Ans.—I cannot speak about the other posts; but I believe that at Vancouver, such accounts were kept.

Int. 302.—Were the Indian laborers fed by the Company?

Ans.—Invariably.

Int. 303.—Did they give them the same rations as the engaged laborers?

Ans.—I believe so.

Int. 304.—What was a ration of the Company's servants?

Ans.—A day's ration consisted of four pounds of salt salmon, one pound of biscuit, with potatoes or other vegetables, as the case might be. There were days during the year, such as Christmas and New Year's, and some others, extending in all to perhaps half a dozen, when there was an extra ration served out, consisting of pork and beef, with flour and bread and tea, and sugar and molasses. When sick or in the hospital, whatever the doctor required for them as medical comforts, were allowed to them free of charge.

Int. 305.—Were not salmon caught in immense quantities in the Columbia and other rivers of Oregon!

Ans.—My own knowledge is confined to the lower Columbia and the Willamette rivers, at Oregon City. In some years the salmon did make their appearance there in large numbers; but they were not caught in all directions in the river, but were only caught at a few spots, or a few localities, at a considerable distance from one another.

Int. 306.—Were there not always enough caught to supply the Company's servants?

Ans.—The Company never caught any fish; whatever they got were traded from the Indians, who were the only fishers of salmon in my day in the Columbia river.

Int. 307.—Were there salmon brought and sold to the Company, at Vancouver, by the Indians?

Ans.—There were very few fish brought to Vancouver by the Indians. In the spring of the year the best fishery on the Columbia was at the Cascades, which lasted for some months.

The Company sent a trader with goods, and barrels, and salt, &c., and traded the goods for the salmon, and, with the assistance of hands sent, cured and put them up. In the autumn, again, there was a fishery about six miles below Fort Vancouver, where more of the fish were traded and cured. In the same manner, up at Oregon city, fish were traded and cured also. At Fort George, Astoria, the Indians brought their salmon in from the fishery at Chinook, immediately across the river. At Pillar Rock, some twenty-five miles above Fort George, on the opposite side of the Columbia, there was another fishery, where the Company had a place for the trading and curing of fish.

Int. 308.—What was the average cost of salmon delivered at Vancouver?

Ans.—It is difficult to arrive at the exact cost of the salmon, as most of the time while I was there, there was more or less opposition in the salmon trade, when the Indians of course made the best bargain they could for themselves, and frequently retained their fish and sold them after they were spoiled or tainted. It, therefore, frequently happened, in my experience, that, after the salmon had been brought to the fort and stowed away, upon afterwards inspecting them, large quantities would be found that were spoiled and useless; so that, although one might fancy their costing little or nothing, they were in reality costing a great deal. One year with another, I believe that the barrel of good salt salmon, when cured and properly put up, cost six dollars, or three cents per pound. The price of salt salmon in the Columbia river was regulated by the prices at the Sandwich Islands, where it sold readily in those days at from eight to ten dollars per barrel.

Int. 309.—Why did the Company buy spoiled and tainted salmon?

Ans.—For the simple reason that it is very difficult to tell when a fresh salmon is tainted or not. The fish may be eatable and fresh, and yet not sound enough to keep, when tried by the process of curing.

Int. 310.—Was one-tenth of the salmon brought to Vancouver each year destroyed because it was spoiled?

Ans.—There may have been more than that, so far as I know. I cannot say what proportion might have been found in a bad condition from time to time. All I am positive of is, that one was liable at any time, at Fort Vancouver, to find himself with a lot of bad salmon, when he calculated on having a good, marketable article.

Int. 311.—Did not the Company buy salmon at the same rates, or a little lower, than other people?

Ans.—I do not know what other people paid.

Int. 312.—Will not the Company's books show what they paid?

Ans.—I believe they do.

Int. 313.—Were the same rations given at other posts as at Vancouver?

Ans.—I have no knowledge of the rations at the other posts.

Int. 314.—Did not the Company at one time import tallow from California, and issue it as part of their servants' rations?

Ans.—They did import tallow from California while I was there, I think, but I never knew of its being served out as rations.

Int. 315.—Were not many of the Company's servants, at the interior posts, fed on horse meat?

Ans.—I really do not know; I heard of such things, but I have no knowledge of it myself.

Int. 316.—Did you assist the counsel of the Hudson's Bay Company in their estimate of "the tract of land occupied, possessed, and used by the Company for its post at Vancouver?" (Memorial, page 10.)

Ans.—I don't know how far I assisted the counsel; I have no doubt I was spoken to about it; I hardly know whether I gave an estimate to them or not.

Int. 317.—In your answer to interrogatory 5, on your direct examination, you say "the land used by the Company at Fort Vancouver in 1846, say containing a frontage of twenty-five miles on the Columbia, by ten miles in depth, in all two hundred and fifty square miles, or about one hundred and sixty thousand acres, I should calculate as being worth then on an average of from two and a-half to three dollars per

acre." On what authority or evidence did you make this estimate of the amount of land used by the Company?

Ans.—From my own personal knowledge.

Int. 318.—What has been your personal knowledge in this matter?

Ans.—I was aware that the land was used by them for the purposes mentioned, and I have been over large portions of it on foot and on horseback.

Int. 319.—When did the Company first take possession of this tract of land?

Ans.—While at Vancouver, between 1839 and 1846, I was in a subordinate position; I really do not know when the Company did take possession of it.

Int. 320.—When did you first know they had taken possession of it?

Ans.—They were in the use of this land when I was there; I supposed they were in possession of it then.

Int. 321.—When did the Company first claim to be in possession of this particular tract of land?

Ans.—I really do not know.

Int. 322.—Did they in 1846 claim to be in possession of this land?

Ans.—I cannot say what the Company did in the matter in 1846, I had no charge of their business there then.

Examination Resumed, March 25th.

Int. 323.—When did you first know that the Hudson's Bay Company claimed this distinct tract of land?

Ans.—I do not know that I ever knew anything in particular about the Company's claiming this tract of land; as I always supposed they claimed it, I never inquired anything more about it.

Int. 324.—Did you ever see any map of the Company's claim at Vancouver?

Ans.—I have no recollection of having seen any.

Int. 325.—Did any of your superior officers, before 1846,

ever tell you that the Company claimed this particular tract of land?

Ans.—I have no recollection now that anything was said to me on the subject.

Int. 326.—On what authority then do you state that the Company did claim this land?

Ans.—I don't, now, remember any use of the term "claiming the land" in my testimony.

Int. 327.—Did the Company ever claim this tract of land?

Ans.—I have always supposed they did so.

Int. 328.—When did they first claim it?

Ans.—I cannot answer the question, as previous to 1846, when at Vancouver, I was not in a position to know what the Company did in such matters.

Int. 329.—When were you first in position to know what the Company did in such matters?

Ans.—I don't know that I ever was in a position to know. When I returned to Fort Vancouver in 1853, it was a matter of old date. I never remember asking the Company what had been done about it?

Int. 330.—Do you mean to say that you are not now in position to know about this matter?

Ans.—Not of my own knowledge, certainly.

Int. 331.—Do you know of any map that has ever been made by the Hudson's Bay Company of their claim at Vancouver?

Ans.—I do not remember of any.

Int. 332.—On what authority was the claim to lands at Vancouver in the memorial made?

Ans.—I cannot say.

Int. 333.—Did you not represent to the counsel of the Hudson's Bay Company that the Company's claim for land at Vancouver was as stated in the memorial?

Ans.—Not that I know of.

Int. 334.—Can you refer to any records that will show that the Company claimed this land previous to 1860?

Ans.—I don't remember of any; there may be some, but I don't recollect them.

Int. 335.—Can you refer to any living witnesses who know anything more about this claim than you do?

Ans.—Sir James Douglas is still alive; there may be others; I don't remember.

Int. 336.—Do you mean to say that you know the Company claimed this tract of land previous to 1846?

Ans.—Only by supposition.

Int. 337.—Do you mean to say that you know that they claimed it before 1860?

Ans.—Only by supposition.

Int. 338.—Why do you suppose they claimed it before 1846?

Ans.—Because the Company used and occupied the land.

Int. 339.—Have you any other reason for supposing they claimed it before 1860?

Ans.—Not that I remember of.

Int. 340.—Was the Company's claim definitely marked?

Ans.—No; I don't think it was; it may have been in places.

Int. 341.—Will you bound it as you understand it?

Ans.—It commenced at a point on the Columbia river, a mile or two above the Company's saw-mills, followed the Columbia river down some twenty-five or thirty miles to its junction with a small stream called the Cathlapootl. From each of these points the boundaries would run in a northerly direction for ten miles distance. These were about the lines of the claim. The line crossed the Cathlapootl river not far from its junction with Columbia, if I remember right.

Int. 342.—From what knowledge have you given this description of the Company's claim?

Ans.—From the boundaries of the lands used and occupied of my own knowledge. I simply call it a claim, as it is the custom of the country to name such property, so that the claim of one party might be known from another.

Int. 343.—How many square miles do you understand there are in the Company's claim?

Ans.—I look upon it as two hundred and fifty square miles or thereabouts.

Int. 344.—How do you know the line crossed the Cathlapootl?

Ans.—That is to the best of my recollection.

Int. 345.—How do you know it extended ten miles north from each of the points named?

Ans.—I have been over large portions of it myself, where the Company had bands of cattle and horses, pasturing from time to time. In this way I got my knowledge of it.

Int. 346.—Do you mean to say the Company had cattle and horses pasturing ten miles from Columbia river in a northern direction from the points which you have mentioned?

Ans.—Perhaps not to the extent of ten miles, as there the land became hilly and mountainous. But it was nothing uncommon at certain seasons of the year to see bands of horses feeding at distances of six and eight miles back from Fort Vancouver, which must have been in a northerly direction.

Int. 347.—Have you any other knowledge that the line extended ten miles back?

Ans.—I do not remember now. I have had the impression on my mind all along that it did.

Int. 347½.—What do you mean by “recollection” of a line, in your answer to the 344th interrogatory?

Ans.—That is my belief about it.

Int. 348.—Can you not answer the last interrogatory more definitely?

Ans.—I looked upon the mouth of the Cathlapootl as the natural boundary. I have no recollection of the line running inland being blazed or marked any way by the Company.

Int. 349.—Do you not now see from looking at a map, that a line running ten miles north from the Cathlapootl would not run inland, but would run nearly parallel with the Columbia river?

Ans.—In giving my answer to interrogatory 341, I did so without looking at a map, and ought to have said that the lines should run inland for ten miles from each of the two points indicated, in place of saying in a northerly direction. As on looking at the map I would have said that the line from the point above the saw-mill will run inland in a northerly direction, and from the mouth of the Cathlapootl in an easterly direction.

Int. 350.—Do you mean to say, then, that when you answered “Interrogatory 341” you did not know enough about the Company’s claim to say whether the line run north or east?

Ans.—I have seen very few maps of the Company’s claim. All my knowledge of it is of a personal nature, and, without some aid to memory like a map, I am not very clear but that I might make a mistake when asked about the compass lines of the claim.

Int. 351.—In your answer to interrogatory 324, you say “I have no recollection of having seen any” (meaning a map of the Company’s claim.) What do you mean in your last answer by saying “I have seen very few maps of the Company’s claim,” when the map that has been since shown you is not a map of the Company’s claim, but a general map of the country?

Ans.—In making the reply to the last interrogatory I ought to have said maps on which the Company’s claim could be traced, in place of saying maps of the Company’s claim.

Int. 352.—How do you know now that the Company’s claim ran east for ten miles?

Ans.—I know from looking at the map.

Int. 353.—How does the map show that?

Ans.—The boundary-line ran in at right angles from the Columbia river for about ten miles, and the map shows me that that line runs in an easterly direction.

Int. 354.—Were you not also mistaken when you thought this line crossed the Cathlapootl river?

Ans.—I am under the impression that the line crossed the Cathlapootl river. I am still of that impression.

Int. 355.—How do you know it ran inland for ten miles—so far and no further?

Ans.—By remembrance of the boundary.

Int. 356.—From the remembrance of what facts do you give this as the boundary?

Ans.—I don’t know that I have anything to state further about it. That is my recollection of the line.

Int. 357.—Did the Company’s claim stop inland ten miles from the mouth of the Cathlapootl river?

Ans.—My knowledge of it certainly stopped there.

Int. 358.—Did your knowledge extend inland to ten miles?

Ans.—I have been round and about there, but I do not think I got out the distance of ten miles inland from the mouth of the Cathlapootl.

Int. 359.—Was your knowledge of the Company's claim so slight that you could not tell whether it ran for ten miles north of the Cathlapootl river, and thus embraced the large tract of land north of that river, which, since you have looked at the map, you say it did not embrace?

Ans.—In all my rides over that country, and they were many, I never carried a compass about me, so that I knew but little as to how the Company's lands at Fort Vancouver would show when traced upon the map.

Int. 360.—How did you know when you were riding on the Company's lands?

Ans.—I knew that by seeing the Company's cattle and horses feeding on the land.

Int. 361.—Could you not tell whether the cattle were feeding on the north or south side of the Cathlapootl river; and if so, how do you explain your answer to the 345th interrogatory?

Ans.—The difference of course has arisen from a mistake I made in the compass-bearings of the line.

Int. 362.—Have you any particular knowledge of the boundary of the Company's claim on the east?

Ans.—The same as I had of the other, probably I remember it better.

Int. 363.—Did it extend ten miles north, and no farther?

Ans.—My knowledge of it certainly stopped there.

Int. 364.—How did the line run from the point ten miles north of a point a mile or two beyond the saw mill, to the point ten miles east of the Cathlapootl?

Ans.—I never was along that line myself, I know nothing about that line, except that it was rocky and poor and hilly.

Int. 365.—How did you make the Company's claim certain 250 square miles?

Ans.—I calculated the front, twenty-five miles by ten miles

in depth, which will give the quantity stated or thereabouts.

Int. 366.—Did you multiply 10 by 25?

Ans.—Yes.

Int. 367.—Did you not then think when you made this calculation that the Company's claim was in the shape of a parallelogram?

Ans.—I am not very clear that I know what shape it would take on paper.

Int. 368.—How, then, did you estimate that a tract of land, twenty-five miles front, with a depth of ten miles, would contain 250 square miles?

Ans.—My way of calculating it was a very simple one; I multiplied the length by the depth, and brought out the result.

Int. 369.—Have you not just said that the claim, as laid down, is a little over 250 square miles?

Ans.—So I have been informed.

Int. 370.—Have you ever seen the Company's claim laid down?

Ans.—Not that I remember of.

Int. 371.—Does not the Columbia river, just below Fort Vancouver, where it runs west, change its course, and run nearly north?

Ans.—Judging from the map, I should say it does.

Int. 372.—Do not the two inland limits of the claim, as given by you, come within a few miles of each other?

Ans.—I scarcely know, without looking at a map of the claim.

Int. 373.—Look at this map, now shown you, marked "Map of Public Survey in the Territory of Washington, to accompany report of Surveyor General, 1855," and which you before looked at upon giving your answers to interrogatories 349, 351, and 371, and answer the previous question.

Ans.—Judging from the map now shown to me, I should say they came within a few miles of one another.

Int. 374.—Is not, then, the Company's claim, as you have described it, in general shape a square, with one corner cut off?

Ans.—I should say so.

Int. 375.—How, then, can a portion of a square, which is not more than twelve miles on a side, contain more than 150 square miles?

Ans.—I hardly know.

Examination Resumed, March 26th.

Int. 376.—In your answer to interrogatory 342, you speak of the boundaries of the lands “used and occupied;” what do you mean by the words “used and occupied,” as distinct from each other?

Ans.—I don’t know that there is much distinction between them.

Int. 377.—How, then, do you mean to say you know what were the boundaries of the Company’s claim?

Ans.—My knowledge of them stopped at these boundaries I have given; I did not know anything further.

Int. 378.—Why did it extend to these boundaries?

Ans.—Well, I knew that the land within the limits was used and occupied for the Company’s business.

Int. 379.—Will you give a particular description of the land within these boundaries?

Ans.—The land back of the fort is heavily timbered; the timber probably commencing a mile from the river. You went through that timber for some distance until you crossed the creek. Some little distance beyond this creek you came upon a succession of plains, one following the other, known as the First, Second, Third, and Fourth Plains. Between each of those plains there were short belts of timber. The Fourth Plain was the only one of those plains of any size; but the Fourth Plain itself was very large. The soil of all those plains was light. The Company cultivated, previous to my time, the three first plains, and did not find them very productive; but with the use of sheep for the purposes of manuring the land, good crops of grain could be raised. On the Fourth Plain the Company used to pasture the cattle and horses, and also on the intervening plains, and at certain seasons of the

year there was good grass to be had on them. The Fourth Plain was at a distance of about six miles from Fort Vancouver, and about six miles in circumference, by something over three miles in breadth. Beyond that plain, some miles, the country was heavily timbered, with occasional glades or openings here and there. From this point, in an eastern direction, to where it would strike the Company's eastern line, the land is of the same character, heavily timbered. Following that eastern line to the Columbia river to a point about two miles above the saw-mill, it was more or less heavily timbered. Two miles below this point you come to the Company's saw-mills, and a mile below that again, you come to the grist-mill; and four miles further down you reached the Fort Plain. From the point two miles above the saw-mill, down to this point at Fort Plain, it is densely timbered. Behind the saw and grist-mills, about a mile distant, you come on what is called the Mill Plain, where the Company had a farm of about a thousand acres under fence. Beyond this is another prairie, known as the Camass. The mills are supplied by water issuing out of the bench of land behind. The land generally described in the last sentence is of a very fair quality; on the Mill Plain requiring the use of sheep for the purposes of manure. The Fort Plain is probably about three miles in length, and about one in breadth, and contained a great deal of good land; some portions of it subject to overflow in seasons of high water from the Columbia river. The back part of this plain was of considerable elevation.

On this plain the Company's establishment of Fort Vancouver was erected, and its out-buildings, farm, *et cetera*. I have already described the nature of the country and timber, going out to the Fourth Plain, which is in a northeasterly direction from Fort Vancouver. In a northerly direction from the fort, several miles, the land is heavily timbered, but is of a fair quality when cleared, and there are a good many patches of bottom-land which are valuable and productive. Below the Fort Plain we come to what was known as the Lower Plain, where the Company had another farm, with dairies, and so-forth. The frontage on the river of this plain was about five

miles—very valuable land, having been thoroughly cultivated and kept in order by the Company. It is, however, in years of high water, subject to inundation.

From the end of the Lower Plain, going down a distance of ten miles, or, as one may say, almost to the Cathlapootl river, the alluvial bottom land of the Columbia runs almost the whole length, and is of great extent and value for purposes of pasturage.

The width of this tract is probably from three to four miles in the average, and in seasons of high water is inundated.

At such periods, one wishing to go to the Cathlapootl by land from Fort Vancouver, must follow the ridge or elevated land to the eastward of this tract of alluvial land which I have just described. The road runs over rolling hills, timbered, with a good deal of dead wood amongst it. The land along this road is of fair quality. In seasons of low water you can ride along through the slough all the way to the Cathlapootl. The neighborhood of the Cathlapootl, some distance from its mouth, the land is generally of a fair quality, and partly timbered and partly not.

Int. 380.—You speak of the Fourth Plain as six miles in circumference and three miles in breadth; do you not know that these two measurements are inconsistent?

Ans.—I suppose that I mean by that, that the longest part of the plain is three miles, or thereabouts.

Int. 381.—Will you give an estimate of the quantity of cleared land on the Company's claim?

Ans.—I am unable to say at this distance of time.

Int. 382.—Did the Company use all the cleared land on this claim?

Ans.—There were seasons of high water, when the river bottoms were not available for pasture, and the stock had to be driven wherever grass could be found. In that way, no doubt, all the plains were made use of, and also the timbered portions of the land, in order to find pasturage. Again, in the winter months, when there was pasturage in the river bottoms, the wooded portions of the land sheltered the stock in bad weather.

Int. 383.—With what care were the Company's cattle attended?

Ans.—They were watched and guarded by men appointed for the purpose.

Int. 384.—How many men did the Company appoint for this purpose?

Ans.—There was generally a head-man, a herder, a white man, with a sufficient number of Indians as assistants.

Int. 385.—What was the duty of this herdsman and his assistants?

Ans.—They camped out with the different bands of cattle, and watched that they had wherewith to eat and that they did not go astray.

Int. 386.—What was the character of the cattle?

Ans.—I think they were principally of the California stock, those that were herded out in this way. There was, however, at the different dairies a number of cows of improved breeds, which were kept and guarded in the neighborhood of the dairies.

Int. 387.—Were not most of the herded cattle of the Spanish breed and very wild?

Ans.—In this country they would probably be considered wild, but there they were not so considered, as the cattle keepers had no difficulty in managing them.

Int. 388.—What had the keeping of these cattle to do with the fur trade of the Company?

Ans.—The Company's ships or vessels required beef to feed the seamen, and I have understood, so soon as they could manage it, it was in view to issue a meat ration to the Company's servants in place of fish.

Int. 389.—How were these cattle killed?

Ans.—I have no personal knowledge of it. I was away from the country when they disappeared.

Int. 390.—Did not the Company shoot the cattle when they wanted beef?

Ans.—Not in my day.

Int. 391.—In your answer to cross-interrogatory 19, of the previous examination, you estimate the number of cattle,

sheep; and horses at Vancouver; did the Company keep any record of the number of these cattle, sheep, and horses?

Ans.—I believe they did.

Int. 392.—In what accounts will this record be found?

Ans.—I hardly remember what books it will be found in, but there must be a record somewhere.

Int. 393.—What proportion of the Company's cattle were protected and fed during the winter?

Ans.—It depended very much on the weather. If the winter was a fine one, the cattle required but little assistance. On other occasions, when there was snow on the ground, the cattle would be driven along to the neighborhood of the barns of the fort, the Lower and Mill Plains, where there was generally lots of straw and other fodder, which was given to them to eat. Thus they would get through the periods of bad weather without suffering much.

Int. 394.—Were not a great many cattle lost in the winter from time to time?

Ans.—I don't know that there were absolutely many. In very severe winters some of the cattle might perish, but such winters were the exceptions, not the rule, as regarded the climate in that locality.

Int. 395.—Did you not, in answer to cross-interrogatory 20, of the previous cross-examination, say "there must have been a good many cattle lost in the winter from time to time?"

Ans.—I said so, no doubt.

Int. 396.—Were the herdsmen allowed to drive the cattle where they pleased?

Ans.—I do not know what instructions were given to the herdsmen.

Int. 397.—How far below Fort Vancouver did you ever see the herdsmen camping with their cattle?

Ans.—I don't remember how far I have seen them; it was a long way down.

Int. 398.—Did you ever see them herding the cattle within three miles of the Cathlapootl river?

Ans.—The cattle were down at the Cathlapootl river, but

I don't remember seeing the herdsmen with them, but they might have been.

Int. 399.—Did the Company's herdsmen ever receive any instructions as to what was the boundary of the Company's claim?

Ans.—I can't say what instructions the Company's herdsmen received; I had no control of them myself.

Int. 400.—Did you, previous to 1846, ever know that the Company's claim had any particular boundaries?

Ans.—I don't know that I knew of it in any other shape than as I have already said, that the Company used such and such lands.

Int. 401.—Do you not know that the Company's herdsmen herded their cattle wherever there was grass, without any regard to who owned the lands?

Ans.—They may have done so, but I certainly knew nothing about it.

Int. 402.—How then did you know that the Company used the land within the boundaries you have given?

Ans.—I knew it from seeing the cattle about, and from other operations, farming, &c., going on upon the Company's lands.

Int. 403.—Do you mean to say that you know that the Company used all the tract you have described for pasturage and farming operations?

Ans.—To the best of my knowledge and belief, the Company did use the tract of land for the purposes mentioned, and for other purposes.

Int. 404.—Did they use this tract and no more?

Ans.—I cannot say that; I can only speak as to my own recollection of things. The Company may have used more or they may have used less. While I was there I did not represent the Company in any way.

Int. 405.—Do you recollect that the Company used all this tract, and no more?

Ans.—I do not.

Int. 406.—Do you recollect that they used all this tract?

Ans.—I believe they used all the tract, but I cannot say

that they did so, because I did not represent the Company there at the time.

Int. 407.—Why then in your answer to “interrogatory 404” did you say they may have used less?

Ans.—I did so for the same reason, that I did not represent the Company at the time, and could not say what the Company did in the matter.

Int. 408.—Do you mean to say that you do not know whether the Company used this tract of land or not?

Ans.—I believe they did use it.

Int. 409.—Why do you believe that they used a tract of land, when in your answer to interrogatory 404 you say they may have used less?

Ans.—I have not said that the Company used less of the tract of land in question, and I therefore believe that the Company did use it.

Int. 410.—Have you not delayed answering this previous question for more than half an hour, during which time you have been holding the manuscript in your hands and considering the question, while the counsel have been waiting for you?

(Mr. Lander objects to this interrogatory as immaterial, irrelevant, and impertinent to the present inquiry.)

Examination Resumed, March 27.

Ans.—I believe that such is the case.

Int. 411.—Have you not defined the Company’s claim as contained within certain boundaries, because, as you said, you knew the land within those boundaries was used and occupied by the Company?

Ans.—I did so, to the best of my knowledge and belief.

Int. 412.—Why do you believe the Company used and occupied this tract of land?

Ans.—I never professed to have been all over this tract of land. But I knew that the Company was carrying on a large business of various kinds at Fort Vancouver, and that, besides agricultural operations, they had large bands of cattle, stock,

and horses, requiring much land for their sustenance, for which purpose the lands in question were used.

Int. 413.—Can you not answer the last question more definitely?

Ans.—With the knowledge of the fact stated, I believe that the lands were so occupied.

Int. 414.—Why do you believe that the line from the mouth of the Cattlapootl ran eastward?

Ans.—My idea or impression of the line was that it ran inward from that point. My belief as to its running easterly is in consequence of studying the map shown to me a day or two ago.

Int. 415.—Where did you get the impression that it ran inland?

Ans.—I suppose I must have picked it up somewhere.

Int. 416.—Do you distinctly remember to have had this impression before 1846?

Ans.—I cannot say.

Int. 417.—Do you distinctly remember to have had this impression before 1860?

Ans.—Yes.

Int. 418.—State when and where you first remember to have had it previous to 1860?

Ans.—It must have been while residing at Fort Vancouver, from 1853. Probably my informant was the late Mr. Peter Ogden, deceased, who, while alive, was the chief factor of the Company at Vancouver.

Int. 419.—Who succeeded Mr. Ogden as chief factor?

Ans.—I did.

Int. 420.—Is your knowledge that the line ran inland nothing more than an impression, which, you say, was “probably” derived from Mr. Ogden?

Ans.—I may have been aware of it in 1846; but Mr. Ogden was good authority on the subject, as he was one of the Company’s chief factors, stationed at Fort Vancouver.

Int. 421.—Do you distinctly remember that Mr. Ogden told you that the line ran inland?

Ans.—No ; I do not distinctly remember, but I think it very likely that he did.

Int. 422.—Why do you think it very likely that he did?

Ans.—I cannot give any particular reason about it.

Int. 423.—Why do you say the line ran inland for ten miles, so far and no farther?

Ans.—So far as my knowledge went, the line ran that distance, or thereabout.

Int. 424.—What do you mean by “so far as my knowledge went?”

Ans.—That is my recollection of the distance.

Int. 425.—How do you recollect this was the distance?

Ans.—That is the impression on my mind.

Int. 426.—How do you account for this impression on your mind?

Ans.—I don't know that I can account for it. I presume my memory has something to do with it.

Int. 427.—What do you remember in regard to it?

Ans.—So far as I remember, that was the distance, or thereabouts, the line ran inland.

Int. 428.—Have you any distinct remembrance in regard to it?

Ans.—I do not know that I remember anything very distinctly about it. That is the impression on my mind.

Int. 429.—Can you account for the impression that the line extended for ten miles any more satisfactorily than for the impression that it extended inland?

Ans.—Nothing more than a matter of memory.

Int. 430.—Has your knowledge of this line, which you have an impression extended inland for ten miles, anything to do with a distinct recollection that the Company used the lands up to this line, and no farther, and for the distance of ten miles from the river, and no farther?

Ans.—Previous to 1846, the period of time of which I am now speaking, my position as a subordinate at Fort Vancouver was such that I really could not state distinctly what the Company did do in the matter.

Int. 431.—What do you mean by “did do in the matter?”

Ans.—I refer to the words in the previous interrogatory, as follows: “a distinct recollection that the Company used the lands up to this line, and no farther, and for the distance of ten miles from the river, and no farther.”

Int. 432.—Do you mean to say that you are unable to state distinctly what lands the Company used previous to 1846?

Ans.—No farther than my knowledge and belief of the same goes.

Int. 433.—State, then, in reference to this line, how near it, and how far along it, you know of your own knowledge that the Company used the land previous to 1846.

Ans.—I have certainly not been along all the line. I have been down to the Cathlapootl, and along it for some distance, where I saw the Company’s cattle about. I do not remember how far I went there, or the number of cattle I saw.

Int. 434.—Did you see cattle more than a mile distant from the Columbia?

Ans.—My impression is that it was a greater distance than that from the Columbia.

Int. 435.—In what year and what season of the year did you see these cattle?

Ans.—I think it was as far back as 1844, and I think it was sometime in the spring.

Int. 436.—Do you know anything more of this occupation previous to 1846?

Ans.—I believe I was down there another time. I think it was sometime in the spring of 1845. I may have been down there at other times previous to 1846. I do not remember about it.

Int. 437.—Do you know any thing more of the occupation of this line previous to 1846?

Ans.—Not of my own personal knowledge.

Int. 438.—State all that you know of the occupation of the land along this line by the Company since 1846?

Ans.—I left the country in January, 1847, and have no personal knowledge of what the Company did there after 1846.

Int. 439.—Why do you say that the line of the Company’s

claim on the east began at a point about two miles east of the saw-mill and extended north for ten miles?

Ans.—That is my recollection of it.

Int. 440.—When does your recollection of this line begin?

Ans.—Previous to 1846.

Int. 441.—What do you first recollect of this line?

Ans.—My impression is there was some blazing or cutting the trees some distance from the river.

Int. 442.—Do you distinctly remember to have had this impression previous to 1860?

Ans.—I think so.

Int. 443.—Did you ever see these blazes?

Ans.—I have some recollection of seeing them.

Int. 444.—State all that you distinctly recollect about these blazes?

Ans.—I recollect the trees blazed there about a mile inland; the trees were blazed here and there.

Int. 445.—When do you recollect to have seen these blazed trees?

Ans.—It was a long time ago. I can't say the time.

Int. 446.—Was it previous to 1846?

Ans.—I think so.

Int. 447.—Why did you, a subordinate officer of the Company, go to this eastern boundary and see these blazed trees?

Ans.—Previous to 1846, I had to go up the Columbia river in boats, when we always passed by the mill and so on above. On such occasions the boats were close in-shore, and I believe my attention was drawn to some of these blazed trees, and I went on shore and looked at them.

Int. 448.—Do you know any thing more about these blazed trees?

Ans.—I don't know that I remember much more about them.

Int. 449.—How do you know that this line extended ten miles and no farther?

Ans.—My recollection of the line is that it went inland ten miles or thereabouts.

Int. 450.—How long a distance do you think that you remember that you saw that the trees were blazed?

Ans.—From a quarter to half a mile.

Int. 451.—How do you remember any thing about the line beyond that?

Ans.—The line was an imaginary line, but as far as a person going along could guess the line, it was pretty much in timber, all the way the ten miles through.

Int. 452.—Please to state how you remember the length and direction of an imaginary line.

Ans.—I do not mean that the line was an air-line, or without reality, in making use of the word imaginary. I meant simply by that, that the distance of ten miles, not being blazed throughout, a man like me, in trying to follow it out through timber, could not be always certain of moving in a straight line, though it might be in a northern direction.

Int. 453.—Please answer “interrogatory 451” more definitely?

Ans.—The line is in timber; I don’t know that I have been out the exact distance of it; I have been a greater distance than ten miles from the point of its commencement; but I could not say that I followed the line throughout, though I must have been close to it.

Int. 454.—Why do you say this line was ten miles long or thereabouts?

Ans.—That is my recollection of the length of it.

Int. 455.—Did you ever see it represented on a map?

Ans.—I have no recollection to have done so.

Int. 456.—Did you ever see it marked on the land, except by the blazes which you think you remember to have seen for a quarter to half a mile?

Ans.—Not that I recollect of.

Int. 457.—How then do you recollect that the line extended ten miles?

Ans.—My recollection of that line is of an old date. I believe its length to have been ten miles or thereabouts.

Int. 458.—How can you recollect the length of a line which you never saw in fact, or represented on a map?

Ans.—Somebody who knew, no doubt, told me of it.

Int. 459.—You mean, then, to be understood as saying that your knowledge of the length of this line is derived from what somebody may have told you?

Ans.—My knowledge may have come to me in that way.

Int. 460.—Do you remember any other way it came to you?

Ans.—I do not remember now.

Int. 461.—Do you distinctly remember any particular person that told you the line extended ten miles?

Ans.—I cannot distinctly state; I think it not improbable that I had the information from the late Mr. Ogden.

Int. 462.—Are you able to state of your own knowledge whether the land was used by the Company up to this line and no farther, and along it for ten miles and no farther?

Ans.—I am unable of my own knowledge to say.

Int. 463.—What can you state from your own knowledge of the use by the Company of the land along this line?

Ans.—A good deal of timber for logs was cut along it in places.

Int. 464.—Was the timber cut close up to this line and no farther?

Ans.—There may have been timber cut on both sides of the line.

Int. 465.—Do you know of any other reason why the Company cut timber in one place more than another, except that it was convenient and suitable?

Ans.—I suppose such reason had something to do with the cutting of the timber, though I know nothing of such myself.

Int. 466.—Was there not timber along the whole length of this line, so far as you could guess, (see answer to “interrogatory, 451?”)

Ans.—So far as I could judge, the line ran through timber the whole way.

Int. 467.—How far from the river along this line did the Company cut timber?

Ans.—Previous to 1846 there was a good deal of timber cut, but I scarcely remember how far back they had cut from the river.

Examination Resumed, March 28th.

Int. 468.—How much land had the Company cut over about the mill previous to 1846?

Ans.—I am unable to say.

Int. 469.—How much land has now been cut over by the Company?

Ans.—I can't say.

Int. 470.—Do you know what was the line of the Company's claim on the back, joining the two points you have described as ten miles from the river?

Ans.—I never went along the line. I know, however, there is a dense growth of timber there and unfit for pasturage, owing to the thick undergrowth of bushes.

Int. 471.—Do you know how this line ran?

Ans.—I was not aware of it until looking at the general map shown me the other day.

Int. 472.—How did that map show you how the line ran?

Ans.—According to the map now before me, which appears to be a copy on a reduced scale of the map referred to in the testimony of Edward Giddings, taking ten square miles inland at either end, at the Cathlapootl river, and at a point on the Columbia river two miles above the saw-mill, the distance between the two points was not apparently a long one, which I presume would form the back line of the Company's lands.

Int. 473.—Have you no other knowledge of this line than what you get from this map?

Ans.—I have no knowledge how the line would run on the land itself, never having followed it out.

Int. 474.—Do you know that previous to 1846 the Company claimed the land back to this line and no farther.

Ans.—Holding, as I did, a subordinate position while at Fort Vancouver, previous to 1846, I had no means of knowing what the Company did in the matter.

Int. 475.—Do you know that, previous to 1860, the Company claimed the land back to this line, and no farther?

Ans.—I have no knowledge as to what the Company actually claimed.

Int. 476.—Have you not as much knowledge of what the Company claimed in this direction as in any other?

Ans.—My knowledge of the Company's lands in the neighborhood of Fort Vancouver is a belief as to what the Company had used and occupied for the purposes of their business there previous to 1846. My knowledge as to what lands the Company actually claimed at Fort Vancouver and its neighborhood previous to 1846 is a mere matter of supposition on my part.

Int. 477.—Can you not answer the last interrogatory more definitely?

Ans.—Referring to my answer to the last interrogatory, it will be at once seen that I have no personal knowledge as to what land the Company actually claimed on that line or on any other, as regards the lands in the neighborhood of Fort Vancouver. This answer embraces even the present time.

Int. 478.—Do you know that the Company at any time used and occupied the lands up to this back line and no farther?

Ans.—Previous to 1846, while I was at Fort Vancouver, in a subordinate position, I really could not say what the Company did in reference to this back line of their lands at that post. While I had charge of the place, between the years 1854 and 1858, I am not aware that the Company occupied or used the lands up to this line.

Int. 479.—Is not the answer you have given to the last question equally true in regard to the lands up to the other lines which you have given as the Company's claim?

Ans.—With respect to the line at the mouth of the Cathlamet river, running inland, the same answer will apply, and also on the line running inland from a point two miles above the saw-mills, save and except between the years 1854 and 1858, while I was at Fort Vancouver, in charge, when the farm on the Mill Plain was still in the occupation of the Company. The eastern end of that farm would probably come close to the Company's line.

Int. 480.—When was Mr. Ballenden chief factor in charge at Vancouver?

Ans.—While the late Mr. Ballenden was in charge of Fort Vancouver I was not there, but to the best of my recollection he was in charge of the place from December, 1851, until sometime in March, 1853.

Int. 481.—Did not Mr. Ballenden designate certain lands as claimed by the Company at that time?

Ans.—I cannot say what Mr. Ballenden did.

Int. 482.—Do you not know that at that time he designated certain lands as claimed by the Hudson's Bay Company, the record of which was made at the Surveyor General's Office of Washington Territory?

Ans.—He may have done so, but I have no recollection of what he did in the matter.

Int. 483.—What part of the land contained in the Company's claim about Fort Vancouver, as you have given it, was ever to your knowledge used and occupied by the Company?

Ans.—Previous to 1846, and commencing on the Columbia river at a point two miles above the saw-mill, there was first the saw-mill itself, with its dam, race, &c., with conveniences for loading ships. There were a great many houses about the mill, occupied by the Company's people, with stables for oxen and horses, and sheds for the lumber; also a good deal of land used for gardens, in which potatoes and other produce were raised. Connected with the saw-mill, and about a mile below it, was the grist-mill, with its run of water, &c. About a mile back from the saw-mill there was a plain of great extent, on which the Company had a farm of about a thousand acres under fence, and all very thoroughly cultivated, with farm buildings, barns, stables, and such like necessary appendages to the proper working of an operation of the kind. Outside of the Company's fence on this plain there was a good deal of open land, which was not fenced, for the reason that it was broken up in such a way by the surrounding woods that it was inconvenient to fence it. The eastern end of that plain came very near what I consider the boundary to the east of the Company's land. Passing from this plain in a northern

direction, you came through belts of timber interspersed with plains, until reaching the Fourth Plain, which I have already described. The Company's line would pass considerably to the eastward of this plain, and would run out to its extent of ten miles, or thereabouts, with a country more or less densely timbered, with openings here and there, and a good deal of grass at times to be picked up there. The land to the westward, from that point five or six miles, is of much the same nature, with timber and openings here and there, from which point, coming back to the Columbia river in a southerly direction, we find ourselves at Fort Vancouver, between which and the grist-mill there is a distance of about five miles. On the Fort Plain, which is about three miles in length by one in breadth, stood the Company's establishment at Fort Vancouver, consisting, as already described, of a stockaded enclosure, with its surrounding improvements and gardens, farms, &c.

Examination Resumed, March 29.

Every portion of this plain, high or low land, where a plough could be used, had been cultivated. At the upper end of the plain, on the elevated plateau close to the timber, there was a residence known as Dundas Castle, and close to the river there was a large field under fence, where barns and other agricultural buildings stood. Further down and still close to the river there were one or two more dwelling-houses, with a long range of stables. The fort itself stood back from the river from a half to three-quarters of a mile, and covering with its surroundings and cemetery a large space of ground. There were two or three landings on the river as connected with the fort, at the lower one of which there was a jetty or wharf, with a large warehouse known as the salmon store. Proceeding down the river a distance of five miles from the lower end of the Fort Plain, this tract includes the Company's farm on the Lower Plain, at which there were farm buildings of various kinds, such as barns, dairies, piggeries, &c. Below this point commenced what I call the alluvial lands of the Columbia river, running down that stream close to the Cathlapootl river, ac-

ording to my estimate, a distance of ten miles in length, or thereabouts, with a breadth of from three to four miles. On these alluvial lands, when the state of the water would permit of it, the great bulk of the Company's cattle and horses were pastured and herded; and I have often seen them there at a distance below Fort Vancouver of certainly not less than ten miles. At a point on the river about six miles below Vancouver there was the salmon fishery, to which I have already made reference, and about two miles farther down the river was the point where people travelling through the country took ferry to cross the Columbia by Sauvie's Island. On the Lower Plain farm were pastured all the dairy cattle, together with the horses working there, with a great number of hogs that used to keep fat there rooting in the soft ground after the waters had receded. On the Fort Plain also cattle and horses and hogs in the same manner were sustained, and on the more elevated parts of the plain there were sheep pastured. In the summer months of the year, when the water was high in the Columbia, it was necessary to remove all the cattle and horses from the alluvial bottoms of the Columbia river, and pasturage found for them on the high lands. In this way I have seen all the country back of Fort Vancouver, for the distance of probably eight miles, occupied by stock-feeding and pasturing, under the care of men looking after them. On the Mill Plain outside of the fenced land there were cattle and horses and sheep that fed and pastured there, and back through belts of timber and openings to the Fourth Plain. Besides which I have seen cattle at the Cathlapootl river, but do not remember to have seen herdsmen with them. From the Mill Plain there was a road cut down to the saw-mill, one to the grist-mill, and also one of some length cut through the timber, coming out at the upper end of the Fort Plain, and placing Fort Vancouver in connection with the Mill Plain—all three wagon roads. There was also cut through the timber a road from the saw-mill to the grist-mill, and from the grist-mill to the upper end of the Fort Plain; this road from the saw-mill to the Fort Plain being close to the river front. From Fort Vancouver to the Fourth Plain there was a wagon

road made, and the creek behind Fort Vancouver was bridged. From the fort to the Lower Plain farm there was a wagon road, and to the different landings on the river connected with the fort there were wagon roads made.

Int. 484.—Does all your last answer refer to lands occupied by the Company previous to 1846?

Ans.—It does.

Int. 485.—Will you estimate the number of acres ever cultivated by the Company around Vancouver?

Ans.—I am unable to do so.

Int. 486.—Will you estimate the number of acres used as pasture land by the Company?

Ans.—I am unable to do that.

Int. 487.—Will you estimate the number of acres or square miles which your answer to “interrogatory 483” embraces?

Ans.—I am unable to do that.

Int. 488.—Does your answer to “interrogatory 483” refer to what lands you know to have been used, or to what lands you believe to have been used by the Company?

Ans.—My reply to that interrogatory refers to the lands I knew to have been occupied previous to 1846.

Int. 489.—Do you believe there were any lands occupied that you did not know of?

Ans.—I think there were other parts of the land within the boundaries occupied by the Company which I did not go to.

Int. 490.—What makes you think so?

Ans.—My acquaintance with the lands used by the Company arose simply from riding about at times. I had no charge whatever of the farming operations of the Company, so that I knew but little as to what was going on upon the lands, in comparison with the officer or officers who had that special duty in charge.

Int. 491.—Referring to your answer to “interrogatory 489,” what parts of the land do you refer to?

Ans.—These were parts of the land I never visited, or it might have happened that at the time of my visit to certain portions of this land there might have been nothing doing, where afterwards they might have been improved or occupied

in some manner. My rides about Vancouver and its surroundings were at very irregular intervals.

Int. 492.—Do you believe that there were any lands on this claim which were occupied for agricultural purposes that you did not know of? If so, state where they were.

Ans.—I have heard of operations on other parts of the land, but at this distance of time I am quite unable to say what they were.

Int. 493.—Please answer the last question directly, yes or no?

Ans.—From hearsay information, I believe there were.

Int. 494.—Where were they?

Ans.—I am unable to say now.

Int. 495.—Who told you that any other lands were occupied?

Ans.—Somebody probably connected with the work going on at the time.

Int. 496.—For what purposes were they occupied?

Ans.—I could not say now.

Int. 497.—When were they occupied?

Ans.—Sometime, no doubt, previous to 1846.

Int. 498.—How large was the tract of land you have spoken of as alluvial land?

Ans.—My estimate of it is ten miles in length, or thereabouts, by three to four miles in breadth.

Int. 499.—About how long did this alluvial land remain overflowed in each year?

Ans.—It varied very much, one year with another; but I suppose in the summer freshets of the Columbia in each year, from the time the inundation commenced until the waters receded again and the grass sprung up, it would be all of four months. Then, again, in the winters, when the weather was very rainy, but not cold, these lands would be more or less under water in consequence of a rise in the Columbia; not that the Columbia river of itself, so far as I knew, ever got very high in the winter months; but the Willamette river, which takes its rise far south, is subject to tremendous winter freshets, and this, with some other tributaries of a like class, would cause a rise in the waters of the Columbia river,

which a stranger would not be prepared for at that season of the year.

Int. 500.—What were the four months of the year that these lands were overflowed?

Ans.—May, June, July, and August, by which period the waters would have risen and receded, and new feed for animals would have sprung up

Int. 501.—During what months were they sometimes overflowed in the winter?

Ans.—I have seen freshets there in various months during the winter, but there never was the same regularity about them as in the summer months, which latter were caused by the melting of the snows in the Rocky Mountains, while the winter freshets depend on the rain-fall for the season, about which there is great irregularity.

Int. 502.—Was not a great part, say one-third or a half, of these lands covered with water—I mean by lakes or sloughs—for all the year?

Ans.—There was certainly more or less water upon them all the year round, but I would hardly suppose that on the average the amount of water would be equal to a third of the average of the alluvial lands.

Int. 503.—In your answer to interrogatory 5 of your direct-examination you say, “Below that, again, to the Cathlepoolt, a distance, probably, of ten miles, with a depth of two miles, or 12,800 acres, is worth \$25 per acre.” Is this an estimate of what the land would sell for; if so, to what time does it refer?

Ans.—I cannot say what the land would have sold for. My estimate of the value of the land is based upon my thorough knowledge of it, and \$25 per acre I considered its money value when I left Fort Vancouver in 1858, to any person with a clear title, to deal with it as his own.

Int. 504.—Was this land worth more than it would sell for?

Ans.—I think it not unlikely that it was. Had it been my own land, I have no fear but that I would have got that money for it.

Int. 505.—Did you ever know any sales of parts of this land?

Ans.—I have heard, no doubt, of the sales of lands some-

where on the tract claimed by the Company; but whether any of such sales took place on the alluvial bottoms I am unable to say.

Int. 506.—For what purposes was this land worth \$25 per acre?

Ans.—It is very good for stock and for garden produce—such years, of course, as it is not inundated. The tract is pretty much all settled by what they call donation claimants in that country, who, I know, are doing well there.

Int. 507.—Did you have anything to do with agricultural matters at Fort Vancouver?

Ans.—The Company never planted these alluvial lands, so far as I know of. I did carry on some little farming while I was in charge of the place, between 1854 and 1858.

Int. 508.—Have you any other knowledge which would enable you to put a correct value on these lands?

Ans.—I don't know that I recollect anything more now.

Int. 509.—What was the saleable value of these lands previous to 1846?

Ans.—There was no party in the country previous to 1846 to whom these lands could be sold. I, therefore, cannot say what their saleable value at that time was.

Int. 510.—When did these lands first have a saleable value?

Ans.—I am unable to say; I never inquired.

Int. 511.—Have they a saleable value now?

Ans.—I presume they have; I really know very little about it.

Int. 512.—How far back of the river did the timber lands begin?

Ans.—The moment you get on the ridge, by which I mean the main bank of the river back of the alluvial lands, you have timber more or less the whole way.

Int. 513.—What is the value of this alluvial land not included in your answer to interrogatory 5 of the direct-examination, as quoted in cross-interrogatory 503?

Ans.—I should value the rest of the alluvial lands at \$3 per acre.

Int. 514.—Why do you value it two miles back at \$25 per acre, and the rest at only \$3 per acre?

Ans.—The two miles valued at \$25 per acre has a frontage on the Columbia river, which, of itself, makes the land worth the money. The two miles back, valued at \$3 the acre, has a frontage upon nothing in particular, which detracts from its value very much, in my opinion.

Int. 515.—Is the tract two miles back any less valuable for grazing than the other, when they both happen to be out of water?

Ans.—For grazing purposes, I presume one portion is as good as the other; but when it comes to a question of settling the country and building houses and farming locations, there is all the difference in favor of the land fronting on the river as compared with the land behind.

Int. 516.—Is your estimate of this back alluvial land founded on any better knowledge than that of the land on the front?

Ans.—I have heard of no sales; I have no doubt it is worth \$3 per acre. This estimate refers to 1858.

Int. 517.—Does not this estimate refer only to those alluvial lands that are not continually covered by water?

Ans.—My calculation as to the quantity of these lands is based on the custom of the Government surveyors, as to what they considered land or what they considered water. I do not include the large Vancouver Lake, and the lake called Charlefoix Lake.

Examination Resumed, April 1.

Int. 518.—In your answer to interrogatory 5 of your direct-examination you say, “With respect to the value of the land at Vancouver, I am clearly of the opinion that had the Company had entire control, to deal with it as their own, without any question as to their title, from the year 1846 to 1858, when I left there, taking the fort as a central point, the land above and below it, to the extent of three square miles, or 1,920 acres, with frontage on the Columbia river, could have been

easily disposed of for \$250 per acre," please state on what knowledge you made that statement.

Ans.—I am supposing the land in question, after the date of the treaty, had been turned into a town site and measured out in lots, and sold as opportunity offered, when, I believe, that the money would have been obtained for it. My knowledge of this fact, of course, was obtained from others. I was not there myself. The late Mr. Ogden was my principal informant, who was good authority on the subject.

Int. 519.—Have you any personal knowledge of the value of this land?

Ans.—I know the lands very well. My own idea of them while I was there was that they were very cheap at \$250 the acre. It is impossible for any one to say what they could be sold for, inasmuch as 640 acres in quantity was covered by the military reservation there, which could not be sold, and on which the military authorities set a very high value. The inability to sell this portion of the land would interfere much with the sale of the remainder.

Int. 520.—What reason was there for you valuing this land at \$250 per acre?

Ans.—There was a town site on the land in which lots were sold at very high figures, and there were other reasons which have escaped my memory.

Int. 521.—Is the town site above or below the military reservation?

Ans.—The town site I refer to was below the military reservation.

Int. 522.—Who first took possession of this town site?

Ans.—I cannot say. I was absent from Vancouver when that event took place.

Int. 523.—How large was this town site as laid out?

Ans.—I do not know. There has been quite a town there for years.

Int. 524.—Explain what you mean by "quite a town for years."

Ans.—Previous to leaving Fort Vancouver in 1858, I remember seeing a number of streets there graded and laid out, and a

number of houses up close to one another. But as to the number of houses and the population, I am unable to state what they were. Of course, now the place is very much increased, and the population also. The town, so far as I remember, took a start in the year 1854, and has gone on increasing until now. It is a matter of twelve or thirteen years that I know the place to have been a town.

Int. 525.—Did it have 300 inhabitants in 1858?

Ans.—I am really unable to say what the population of it was.

Int. 526.—Did it have 300 in 1860?

Ans.—I am unable to say what the population was in 1860.

Int. 527.—Did it have 300 when you last saw it?

Ans.—I am unable to say what population it had when I last saw it.

Int. 528.—What was the average value of land in this town in 1854?

Ans.—I don't know.

Int. 529.—What was its value in 1858?

Ans.—I don't think that I know.

Int. 530.—What was it when you last saw it?

Ans.—I am unable to say.

Int. 531.—What particular knowledge have you of the value of the land in this town at any time?

Ans.—I knew what lots were selling for when I was there; the particulars, however, have escaped my memory.

Int. 532.—Do you remember any particulars with regard to this land?

Ans.—It has all pretty much escaped my memory.

Int. 533.—Do you remember any particulars of the value of the land above the military reservation?

Ans.—I have only my own personal knowledge of the land and of its value; it is good and fertile land; it will produce anything in the shape of crops that will grow in that country.

Int. 534.—Do you know at what prices any of this land has been bought or sold?

Ans.—I don't remember of any of it being sold.

Int. 535.—What part of these three square miles had ever been cultivated by the Company?

Ans.—Wherever you could get a plough into the land on the plain, it had been cultivated. There was very little of that claim that had not been ploughed up at some time or other.

Int. 536.—Had a quarter part of this land ever been cultivated?

Ans.—I should say about a half of it?

Int. 537.—Why could not a plough be gotten into the remaining part of it?

Ans.—A certain portion below the fort was timbered land, and a certain portion of the land is subject to inundation in the summer months.

Int. 538.—Why do you estimate that the portion which was timbered was worth \$250 per acre?

Ans.—The quantity of the land below the Fort included in this valuation did not amount to much, but its value was much enhanced by the manner in which it lay on the river, as it never overflowed in the highest water, and was therefore well suited for town property in the erection of buildings.

Int. 539.—How much did this timbered land “amount to?”

Ans.—From a quarter to half a mile front, running back probably about half a mile.

Int. 540.—Why do you estimate the lands that were subject to overflow in the summer, and therefore not suited for town lots, at \$250 per acre?

Ans.—The Fort Plain was more or less subject to overflow, but not to a very serious extent. The plain itself was on a high level, and the river had to be very high before there was much of an overflow. Before a person can judge with respect to the land which may or may not be suitable for town lots, my own experience is that it requires the land to be laid out by a surveyor. I know the land well, and if the money could not have been obtained for the lots subject to overflow, it would simply have enhanced the price of such lots as were free from such a drawback. But there are few towns in that western country with which I am acquainted that are

not subject to overflow more or less, but more particularly the city of Portland, at which certain portions of the town are under water for longer or shorter periods of time annually. But nobody supposes on that account that town property in Portland is at all depreciated in value in consequence of such flooding.

Int. 541.—Are, then, lots that are annually under the water as valuable as those which are not?

Ans.—It depends very much upon where the lots are. This annual flooding is of short duration.

Int. 542.—How much of this tract is subject to overflow?

Ans.—I could not say from memory.

Int. 543.—Does it extend at least two miles along the river?

Ans.—There may be that length along the plain, but the width of it is limited.

Int. 544.—What was the average width of this tract two miles in length?

Ans.—I cannot say.

Int. 545.—Have you not in substance stated that one-half of these three square miles were either timbered or subject to overflow?

Ans.—I believe I did say so.

Int. 546.—Had the military reserve ever been laid out in town lots by a surveyor?

Ans.—I was not at Fort Vancouver at the time, but I have been told that the county commissioners of Clarke county disposed of a number of town lots at Fort Vancouver, inside of the reservation, as I have understood; so that I should say, from that, that the commissioners had laid out a town there.

Int. 547.—Did you ever see a plan of this reservation, as laid out in town lots?

Ans.—Not to my knowledge.

Int. 548.—Did you ever see a plan of the land above the military reservation, as laid out in town lots?

Ans.—Not that I remember of.

Int. 549.—Was the military reservation or the land above it laid out in town lots so that you could see them upon the land?

Ans.—Not that I know of.

Int. 550.—Does your estimate of \$250 per acre refer to the value of these lands for agricultural purposes, or to their value as town lots?

Ans.—I am supposing the land turned into town property, and the lots selling to bring that price, on the average, per acre.

Int. 551.—In part answer to your interrogatory 540, you have, in substance, stated that, from your experience, you cannot judge of the value of land for town purposes until you have seen it laid out by a surveyor; will you now please state, referring to your answers to the interrogatories since 547, how you are able to estimate the value of these lands for town purposes?

Ans.—In my reply to interrogatory 540, when referring to a person who required the assistance of the surveyor to ascertain the land that might be suitable or might not be suitable for town lots, I did not refer to myself, but to a person or party who had no knowledge or acquaintance with the lands at Fort Vancouver.

Int. 552.—What particular knowledge have you that enables you to value town lots before you have ever seen them laid out?

Ans.—I knew the land well, and I saw how other towns were built up, and what lots sold for.

Int. 553.—When did you first make this estimate of \$250 per acre?

Ans.—Some time ago, no doubt.

Int. 554.—When did you cease to remember what town lots were selling for?

Ans.—I can hardly say.

Int. 555.—Do you distinctly remember that you remembered what town lots were selling for, at any time when you gave the valuation of \$250 per acre to these lands?

Ans.—I have no recollection about it.

Int. 556.—To what particular year does your valuation refer?

Ans.—It refers to a period between 1846 and 1858. I have reference to no particular year.

Int. 557.—Was it worth that in 1846?

Ans.—It may have been worth it; but as there was nobody there, to my knowledge, to buy the land, I am unable to say.

Int. 558.—Is your ability to say what this land was worth dependent on the fact whether there was any one there to buy it or not?

Ans.—It is the only safe way to arrive at the saleable value.

Int. 559.—How are you able to tell the value of this land between the years 1847 and 1853, inclusive, when you were not at Vancouver?

Ans.—I had no personal knowledge of it; I had it on information from others.

Int. 560.—Were there persons there during that time who would have bought this land for that price?

Ans.—A great deal of wealth had flowed into the country, and I have understood there would have been no trouble in disposing of the land for the money in the manner stated.

Int. 561.—When was this land most valuable?

Ans.—As far as my information went, this land was probably most valuable from the year 1849 on until 1853; I do not think it was so valuable from 1853 on to 1858.

Int. 562.—What was its value when you last saw it?

Ans.—I don't think I know.

Int. 563.—At what latest time are you able to estimate its value?

Ans.—I could not estimate its value otherwise than in the manner I have done in my direct-examination.

Int. 564.—What part of this land was cultivated in the year 1846?

Ans.—About a couple of hundred acres.

Int. 565.—Had not the Company ceased to cultivate this land because it was unprofitable to do so?

Ans.—Not that I am aware of. The back portion of the plain, the elevated portion, was used almost entirely for the pasturage of sheep, for which it was very suitable. The plain itself had been ploughed and cultivated in all directions, and the Company had sown the lands in all directions with

timothy and clover seeds, which had come up well. The land which was under cultivation, 200 acres, was under wheat or other grain. But there was very little of this timothy or clover under fence, it being used for pasturing horses and cattle, so that the plain itself, at the period mentioned, must have been, in my opinion, most productive.

Int. 566.—In your answer to interrogatory 5, of your direct-examination, you say “I consider the land on the Lower Plain, having frontage on the river for a distance of five miles, or 3,200 acres, as worth \$100 per acre.” State on what knowledge you made that estimate.

Ans.—It is an estimate made from my own knowledge of the land. I consider that this land on the Lower Plain, for agricultural purposes, cannot be surpassed. Like the land in the neighborhood of Fort Vancouver, it had been thoroughly seeded with timothy and clover, yielding annual harvests of those grasses of great value to the parties who were in possession of the lands previous and up to 1858. With some of those people I had much conversation as to the annual yield of the lands occupied by them, which assisted me in arriving at the estimate of their value given by me.

Examination Resumed, April 2.

Int. 567.—When were these lands sown?

Ans.—They must have been sown by the Company while they were in possession of them.

Int. 568.—Do you know that they were sown previous to 1846?

Ans.—I believe they were.

Int. 569.—Why did the Company sow these lands?

Ans.—I presume they sowed them with a view to improving the pasturage.

Int. 570.—Did they ever cultivate them for the crops?

Ans.—There is no doubt they cultivated all over. I suppose they had about three hundred acres under fence, sown with wheat and other grains, in 1846. There were two dairy establishments there, where a great many cows were milked;

using corrals and parks for that purpose, and for keeping the cattle together.

Int. 571.—How much of this tract, fronting on the river, was overflowed yearly?

Ans.—In the summer months, in some years, there was a good deal of it inundated; in other years again, not so much.

Int. 572.—Was not half of it inundated some years?

Ans.—There may have been in some years; I never saw so much as that.

Int. 573.—Was timothy and clover sown in the land that was annually inundated?

Ans.—I presume it had been sown all over.

Int. 574.—Do you know that it had been?

Ans.—I do not know; I presume it had.

Int. 575.—Do you know that it was growing there?

Ans.—I believe it was growing all over the bottom, on the land that was and was not inundated.

Int. 576.—At what season of the year do they cut hay at Vancouver?

Ans.—When I was there I cut it in June, some years, and in July and August, in other years.

Int. 577.—What time do they sow grass seed there?

Ans.—I never sowed any; the grasses I had, clover and timothy, grew every year from seeding, before my time.

Int. 578.—Did you ever cut any grass on the part of this tract that was annually inundated?

Ans.—I never cut any grass on the Lower Plain.

Int. 579.—Did you ever see any timothy or clover growing on the part which was annually inundated?

Ans.—I have done so when it was not inundated.

Int. 580.—When and where did you see this clover growing?

Ans.—I may have seen it all over the plain, for what I remember now, when it was not under water.

Int. 581.—What part of this tract was woodland?

Ans.—There was a certain quantity of timber below the fort to the commencement or upper end of the plain, probably half a mile or so. The Lower Plain then opened and

stretched pretty nearly all the distance down the river, with occasional belts of timber, and with a little timber on the river bank. The back part of the plain had more or less timber on it; not more, however, than would be sufficient for the use of the different farms, in the way of fencing, firewood, &c.

Int. 582.—Is not at least one-fourth part of this tract covered with timber?

Ans.—It may be, but my estimate would not be so great as that. I would say from an eighth to a fourth.

Int. 583.—Is not a great portion of the tract covered with lakes?

Ans.—There are lakes a long way down; but according to my estimate, the land would be found there independent of the lakes.

Int. 584.—Do you mean by your last answer to say that the land you have estimated at \$100 per acre did not run down to, nor back of the lakes?

Ans.—It came round the Vancouver Lake, on the southern and western shores, for half or two-thirds of its length.

Int. 585.—Why do you value the part that was annually inundated at \$100 per acre?

Ans.—To the parties who were in possession of those lands the whole were equally valuable. Though subject to inundation, there were some years that it did not amount to much, and hurt nothing, so that in that way good crops would occasionally be obtained, making up the loss caused in other years. These people also make no distinction between the value of their lands subject to inundation, and those which are not, looking upon them all as being equally useful. From my knowledge of the lands, and the uses they can be put to, in this tract, I should make no distinction as to value between those portions subject to overflow and those that are not. My estimate of the value of the lands is based on the annual returns made to the parties in possession of them, from which information I came to the conclusion that the land was worth that money to a person with a clear title to deal with it as he pleased.

Int. 586.—Did you ever buy or sell any of these lands?

Ans.—No; I think not.

Int. 587.—Do you know the price at which any of them were ever sold?

Ans.—I have no such knowledge.

Int. 588.—Do you know what were the returns of the inundated lands for any year?

Ans.—I can not say.

Int. 589.—Were not the waters of the Columbia at the time of the annual flood very cold?

Ans.—Yes; they were, I believe.

Int. 590.—Is it not characteristic of the floods of the Columbia river that they leave no deposit behind; or, if any, only sand?

Ans.—Where I have noticed, I have no recollection of any deposit being left, not even sand.

Int. 591.—For what reason did you value the woodland on this tract at \$100 per acre?

Ans.—The woodland is of a fair quality, and I look upon it as equally valuable with the open land, for the reason that the timber is required in a variety of ways by parties having claims on the plains, as without this woodland they would be under the necessity of buying fire-wood, fencing, &c., which, as I now estimate it, would be found on the respective claims of each settler.

Int. 592.—Did you ever know any sales of this woodland?

Ans.—I have heard of sales of woodland; but I have forgotten really the details.

Int. 593.—Why do you value the rest of this tract at \$100 per acre?

Ans.—From information I received from parties on the land, I considered that its value.

Int. 594.—Do you know of the prices for which any of it was sold?

Ans.—I do not now remember.

Int. 595.—At what time do you estimate the whole tract, embraced in your answer as quoted in cross-interrogatory 566, to have been worth \$100 per acre?

Ans.—About the time I left Fort Vancouver, in 1858.

Int. 596.—Were they worth more at that time than now, or at any time since or before?

Ans.—I know nothing of their value since, and am not aware that the land was worth more than \$100 per acre previous to 1858.

Int. 597.—Are you aware that it was worth \$25 per acre at any time previous to 1858?

Ans.—I have no recollection of what it was worth previous to 1858.

Int. 598.—Are you aware that it was worth more than \$25 in 1858?

Ans.—According to my estimate, it was worth \$100 in 1858.

Int. 599.—Please answer my last question directly, yes or no.

Ans.—Yes, I am aware of it.

Int. 600.—What particular recollection have you of the value of this land in 1858 more than at any previous time?

Ans.—My recollection of it is this: that if anybody had then offered me that tract of land with a clear title, I would have given \$30 an acre for it readily.

Int. 601.—Did you ever try to buy any of this land?

Ans.—Not that I remember of.

Int. 602.—Why would you have given \$30 an acre for these lands?

Ans.—Because I thought I was getting them cheap.

Int. 603.—How much more would you have given?

Ans.—That I can't say.

Int. 604.—Would you have given \$35 an acre?

Ans.—That I don't know.

Int. 605.—Why don't you know whether you would have given \$35 an acre for land you estimate at the time was worth \$100 per acre?

Ans.—For the simple reason that, although I might have been prepared to pay \$30 an acre for land, it does not necessarily follow that I would be disposed to pay any more for the land, even allowing it was worth more than \$100 per acre.

Int. 606.—Can't you answer the last question more definitely?

Ans.—Not as I understand it.

Int. 607.—Why do you estimate the lands to have been worth \$100 per acre, when you don't know whether you would have given \$35 an acre for them?

Ans.—The basis on which I estimated the value I have already given. What I might be disposed to give for the lands has nothing to do with that estimate.

Int. 608.—Had what you were disposed to give for the land anything to do with what they were worth?

Ans.—It had, no doubt.

Int. 609.—Had what the lands were worth anything to do with your estimate?

Ans.—My estimate as to what the lands were worth was their value to the Company—not to outside people—based on the information I had of my own and from other parties.

Int. 610.—Why was this land worth three times as much to the Company as you would have been willing to give for it?

Ans.—The Company had many advantages over private individuals. They had plenty of means and resources, and could turn their lands round, and work them to much more advantage than private individuals could do.

Int. 611.—How much additional value would this give to the lands in the Company's possession?

Ans.—It gave almost everything to them. There are tracts of land of indifferent quality, which, in the Company's hands, with the use of sheep and other manures, could be rendered fertile and productive. With private individuals, who had not the means to carry on this system of farming, land that was originally indifferent would keep getting poorer.

Int. 612.—Does the last answer refer to the tract of land you now estimate to have been worth \$100 to the Company, for the Company's purposes?

Ans.—That tract of land, in many places, had been rendered fertile and productive by the Company. A year or two after the treaty of 1846 this land was occupied by squatters, who from that time on reaped the benefit of the Company's labors and outlay.

Int. 613.—Have your various estimates of the value of this

land at \$100 per acre all had reference to what it was worth in 1858 to the Company, for the Company's uses?

Ans.—The Company, in 1858, was not in the occupation of any of this land, it being then in possession of squatters, or donation claimants; but my estimate of \$100 per acre was what I considered it was worth to the Company at that date, even though the squatters had possession of it.

Int. 614.—Why do you recollect what it was worth to the Company in 1858, when the Company had not been in possession of it for ten years, better than at any previous time?

Ans.—That is my recollection of it.

Int. 615.—What would this land have been worth to a private individual with a clear title, to deal with it as he pleased?

Ans.—That I hardly know.

Int. 616.—Would it have been worth \$20 per acre?

Ans.—I do not know what it would have been worth; it depended entirely on what people thought of it.

Int. 617.—What do you think of it?

Ans.—I think a good deal of it.

Int. 618.—Do you think this land was worth \$20 an acre to a person with a clear title, to do with it as he pleased?

Ans.—I think so.

Int. 619.—Do you think it was worth \$30 an acre?

Ans.—I do.

Int. 620.—Do you think it was worth \$35 an acre?

Ans.—I think it was. I think it was worth \$40 an acre.

Int. 621.—Do you think it was worth \$45 an acre?

Ans.—Yes.

Int. 622.—Do you think it was worth any more?

Ans.—Yes, I think it was worth more than that, even.

Int. 623.—How much more?

Ans.—I hardly know how much more; something between that and a hundred dollars.

Int. 624.—Was it worth more than \$65?

Ans.—I don't know that to a private individual it was worth more than that.

Int. 625.—Why were these lands worth \$65 an acre to a

private individual, when you don't know that you would have given \$35 for them?

Ans.—What I would have done was no rule in the matter. The parties whom I knew on the land, and were making money out of it, were those who were best acquainted with its value, and prepared to pay the highest price for it.

Examination Resumed, April 3.

Int. 626.—Did you ever know any of this land to be sold as high as \$20 per acre?

Ans.—There were sales of some of the land, but I cannot tell what the lands sold for.

Int. 627.—Why did you estimate these lands to be worth \$100 per acre to a private citizen, in your answer to interrogatory 585, when you now say that they were worth only \$100 to the Company, and about \$65 to a private individual, while you do not know that you would give \$35 for them?

Ans.—In my reply to interrogatory 585, I referred to a party who had capital like the Company, to turn these lands to advantage, and to whom they would be of the value of \$100 per acre. On the other hand, in referring to a private individual, where the land might be worth \$65 an acre, I meant a party who had not the means to turn the land to advantage, and to whom, of course, it would be of less value. With respect to what I was disposed to offer for the land myself, I don't see that that affects the value at all.

Int. 628.—What capital was needed to turn these lands to advantage?

Ans.—I could not say.

Int. 629.—How must capital be expended before this land could be turned to advantage?

Ans.—That I could not say.

Int. 630.—What was this land worth to the Company in 1846?

Ans.—It was worth a great deal of money to the Company in 1846, but I cannot say how much.

Int. 631.—What better knowledge have you of its value to

the Company in 1858, when the Company had not been in possession of it for ten years, than in 1846, when the Company was still in possession of it?

Ans.—I knew that the Company were in possession of the lands in 1846, and I made an estimate of their value in 1858, which I did not do in 1846.

Int. 632.—Are you not as able to make an estimate of the value of the lands to the Company in 1846 as of the buildings?

Ans.—I am unable to give an estimate of the value of the lands used by the Company in 1846, at Fort Vancouver and its neighborhood, in detached pieces. I can only deal with such lands as a whole. The entire quantity of the land thus used, I estimate to have been about 160,000 acres, and of the average value of from \$2 50 to \$3 per acre.

Int. 633.—In part answer to interrogatory 5, of the direct-examination, you say “going above the Fort Plain, and so on to the commencement of the claim, two miles above the saw-mill on the Columbia river, say a distance of six or seven miles, and back three miles, or about 13,500 acres, should be worth from \$10 to \$15 per acre.” What was this land worth in 1858?

Ans.—That was my estimate of its value in 1858.

Int. 634.—To whom was it worth this?

Ans.—My particular estimate of value referred to the Company. I have no recollection of hearing of any sales of the land.

Int. 635.—Why was it worth this amount to the Company in 1858?

Ans.—The Company, of course, had their enclosures on the Mill Plain farm. They had also the grist-mill at work. The saw-mill was there also, but not running in 1858. I looked upon this amount, of from \$10 to \$15 an acre, as the value of the land.

Int. 636.—Was not at least three-fourths of this land timber-land?

Ans.—There was a great deal of timber; I hardly know to what extent; but I do not consider that a drawback to the land there, as the woods are rapidly disappearing, and the par-

ties settled on these lands require all the wood they have got for their own consumption in a variety of ways.

Int. 637.—Do you mean that this land in 1858 would have been worth \$10 per acre to the Company, for the Company's uses?

Ans.—This land in 1846 was used and occupied by the Company; but previous to 1858 pretty much the whole of it had been taken possession of by squatters or donation claimants, so that at that period there was nothing left for the Company to use, with the exception of the land enclosed on the Mill Plain Farm, with the grist and saw-mills. Under these circumstances, so far as the use of land was concerned, it was of little or no value to the Company in 1858. Had the Company had entire control of the land, to use it as they pleased, I should think \$10 per acre would be a low value for such use or purpose.

Int. 638.—What was this land worth in 1858 to a private individual?

Ans.—I cannot say what value the settlers or farmers on these lands placed upon them in 1858.

Int. 639.—What part of this land was then in cultivation?

Ans.—I scarcely know myself. Around all the settlers' houses on the river-front there was more or less land under cultivation. In like manner the settlers back on the Mill Plain had generally a good deal of land under cultivation; so that altogether there must have been a considerable area of land used in this tract for agricultural purposes, that is, between what was actually cultivated and what was used for the pasturage of horses and other stock.

Int. 640.—In part answer to interrogatory 5 of your direct examination, you say "the remainder of the claim is worth from \$1 50 to \$3 per acre." When was it worth that, and to whom was it worth it?

Ans.—I refer to the year 1858, I believe, and that would have been its value to the Company, if the Company had been in possession of it then.

Int. 641.—Was not all this tract timber-land, and several miles from the water?

Ans.—It could not be all timber-land, because, according to my estimate, the First, Second, Third, and Fourth Plains were included in this tract. Of course, as compared to the whole, the plain country is a small proportion of these lands. The line behind Fort Vancouver would come within nearly a mile of the river, and the line would go down the river some distance, at a like parallel. After that, the line of this tract would be at a distance of some miles from the river.

Int. 642.—Did you ever know of any sales that had been made of parts of this land?

Ans.—I do not remember of any.

Int. 643.—Did the Company make any use of it, except of those parts which were not timbered?

Ans.—Previous to 1846, they had horses and cattle pasturing in the woods, and everywhere else, where they could get grass. In 1858, when I was at Vancouver, I don't think they used any of it in any way.

Int. 644.—Do you know that the Company used a hundredth part of this timbered land for pasturage?

Ans.—Of my own knowledge, I can't say how much they used. To the best of my knowledge and belief, they used the whole of it for pasturage and other purposes.

Int. 645.—Was not nearly all of this tract outside of the limit put to the Company's claim by Mr. Ballenden?

Ans.—Without knowing more of what Mr. Ballenden did in the matter than I do now, I am quite unable to answer the question.

Int. 646.—What do you know of what Mr. Ballenden did in the matter?

Ans.—I do not recollect now, what Mr. Ballenden did, except that when in charge of Fort Vancouver he had some communication with the Surveyor General of Oregon Territory, regarding the company's lands at Fort Vancouver, the substance of which has escaped my memory.

Int. 647.—Look at this letter, marked D, which is to be annexed to your deposition, and say whether it is a correct copy of a letter you wrote and sent to that James Tilton, Surveyor General of Washington Territory, May 9, 1855?

(The introduction of the letter spoken of objected to as incompetent.)

Ans.—I believe it is a true copy, so far as I remember.

Int. 648.—From what record did you make this extract from Mr. Ballenden's letter?

Ans.—I suppose it must have been from some copy of Mr. Ballenden's letter to Mr. Preston.

Int. 649.—Was it the custom of the officers of the Company to keep copies of their official letters at Vancouver?

Ans.—It was the custom.

Int. 650.—In what shape were these copies kept?

Ans.—As far as I remember, they were kept in books.

Int. 651.—Were copies of the official letters sent to them preserved in books at Vancouver?

Ans.—I think not; the letters themselves were kept; that was all.

Int. 652.—Were these copies and letters left at Vancouver when the officer was transferred to another place, or left the Company's service?

Ans.—That is as it might be. Some letters he might leave, and some he might take with him.

Int. 653.—Are not many of these letter-books and letters now at Victoria?

Ans.—Probably they are. I can't say so from my own knowledge.

Examination Resumed, April 4.

Int. 654.—Did you, at the time you wrote the letter referred to in "interrogatory 647," know the claim or claims to land on the Columbia river, near Vancouver, made by the Hudson's Bay Company?

Ans.—I was not aware what the claim was.

Int. 655.—Were you not then in charge of the Company's post at Vancouver?

Ans.—I believe I was.

Int. 656.—Was not Mr. Ogden at that time dead?

Ans.—He was.

Int. 657.—When did you first know what lands the Company claimed at Vancouver?

Ans.—I don't think I ever knew the claim there.

Int. 658.—Did you not, at or about the time of your writing this letter to Mr. Tilton, write to the officers of Company at London, in regard to the matter of their claim?

Ans.—I believe I did so.

Int. 659.—Did they not reply to you in regard to their claim?

Ans.—I believe they did.

Int. 660.—Did you write to them more than once in regard to the matter?

Ans.—I may have done so. I do not remember now.

Int. 661.—Have you not received from them at that time, and at other times, various communications in regard to this claim?

Ans.—I may have done so.

Int. 662.—Are not copies of your letters to them and their replies on this matter probably with other letters at Victoria?

Ans.—They may be there, but I have no knowledge of them myself, it is so long since I have seen them.

Int. 663.—Did the officers at London never put a particular limit to their claim at Vancouver in these letters to you?

Ans.—I have no recollection of their having done so.

Int. 664.—Do you now know what lands the Company claimed at Vancouver?

Ans.—Referring to the lands in the occupation of the Company prior to and in the year 1846, at Fort Vancouver and its neighborhood, I do not know what the Company actually claimed then.

Int. 665.—When did you first know what lands the Company now claim at Vancouver?

Ans.—I don't know now what the Company's actual land claim there is.

Int. 666.—Under what circumstances did Mr. Ballenden write the letter quoted in your letter to Mr. Tilton?

Ans.—I have no recollection about it.

Int. 667.—At the time you wrote your letter to Mr. Tilton,

did you know of any other limit to the Company's claim than that given by Mr. Ballenden in 1852?

(Objected to by Mr. Lander, as argumentative and assuming what has not been stated in evidence.)

Ans.—According to my idea of the claim, it was something very different from the lines given by Mr. Ballenden.

Int. 668.—Will you answer the last question directly?

Ans.—Before answering the question more fully, I should like to see Mr. Ballenden's letter, without which I cannot say whether he put limits to the claim or not.

Int. 669.—Will you answer the following question directly: Did you ever know any officer of the Company to put any limits to the Company's claim other than those contained in the letter of Mr. Ballenden?

Ans.—I did myself; Sir James Douglas also. There may be others who did so, but I do not remember about them now.

Int. 670.—Did either you or Sir James Douglas have any authority to put limits to the Company's claim?

Ans.—Sir James Douglas had authority, no doubt, to put limits to the Company's land claim, in 1846, for the reason that he was then in charge of the Company's business there as chief factor. He had, moreover, been attached to that establishment for many years previously, also, as a factor, in connection with the late Dr. McLaughlin, now deceased. For myself, I had no authority from the Company to put a limit to the land claim.

Int. 671.—Do you know that Sir James Douglas, in 1846, had authority from the Company to put a limit to their claim at Vancouver?

Ans.—I believe that Sir James Douglas had authority to do so.

Int. 672.—Did he do so?

Ans.—I believe he did so.

Int. 673.—Why did he do so at that time?

Ans.—I cannot say.

Int. 674.—In your answers to various questions you have said "I believe that," &c.; do you mean by this expression that you know, or that you only think that, &c.?

Ans.—Referring to my reply to “interrogatory 672,” I mean that Sir James Douglas did so, to the best of my knowledge and belief.

Int. 675.—State all that you know about Sir James Douglas making a limit to the Company’s claim in 1846.

Ans.—I know very little about it myself; probably I was told of it by Mr. Ogden. I could not say what limit he made. I have some idea of it; I could not say exactly what it was; I do not know to whom he made it, or why he made it. I knew that he was in charge of the business, and presume that he had authority.

Int. 676.—Did you know what his limit was when you wrote your letter to Mr. Tilton?

Ans.—What knowledge I had of it I was possessed of at that time.

Int. 677.—Did it embrace more or less than the limit, as given by Mr. Ballenden?

(The portion of the question referring to the limit set by Mr. Ballenden objected to by Mr. Landor, as assuming what is not in evidence.)

Ans.—I am so uncertain as to what Mr. Ballenden’s limits were, that I cannot draw any comparison between the two.

Int. 678.—Can’t you understand what Mr. Ballenden’s limits were, as quoted by you in your letter to Mr. Tilton?

Ans.—Writing to Mr. Tilton on the 9th of May, 1855, in reply to a communication from him, who was then Surveyor General of Washington Territory, I find that I called his attention to an extract from a letter of the late Mr. Ballenden, of 30th July, 1852, to the then Surveyor General of the Territory of Oregon, and in which Mr. Ballenden requests that within certain lines or limits that no surveys be made or claims granted without the approbation of the Hudson’s Bay Company. The lines and limits, as given in the copy of my letter to Mr. Tilton, are those of the late Mr. Ballenden, and not mine; so that I really do not know how they run, or what extent of land they enclose.

Int. 679.—Is your knowledge of the country so slight that,

on reading the limit given by Mr. Ballenden, you cannot tell how the lines run, or what extent of land they enclose?

Ans.—I have a certain knowledge of that country, but I have no knowledge of surveying, and as I read the lines and limits in the quotation from the late Mr. Ballenden's letter, I should say that it would require a surveyor of some ability to follow those lines and calculate the area of land enclosed by them.

Int. 680.—Did you not know, when you wrote the letter to Mr. Tilton, and don't you know now about how these lines run, and how much land they enclose?

Ans.—On receiving the letter from Mr. Tilton, to which mine of the 9th of May, 1855, was in reply, I was informed that the late Mr. Ballenden had been in communication with the then Surveyor General of Oregon Territory, and found that the late Mr. Ballenden had written, on the 30th of July, 1852, to Surveyor General Preston, and among other matters had requested Mr. Preston not to survey or make claims within certain limits then detailed. In writing to Surveyor General Tilton, on the 9th of May, 1855, nearly three years after the date of Mr. Ballenden's letter, and as the Surveyor General's office for Washington Territory was then first established at Olympia, having previous to that period been at Salem, in Oregon, I deemed it my duty, as a matter that was already on record, to send him, as I did in the letter mentioned, the extract from Mr. Ballenden's letter of July 30, 1852, to Mr. Preston, requesting, as Mr. Ballenden had done, that as surveys be made, or claims granted within the limits mentioned, I have had nothing more to do with those lines or limits since, and I have no knowledge, or a very imperfect one, as to how the lines run, or the quantity of land bounded by them. I knew nothing more then than now as to how the lines run and the quantity of land they included.

Int. 681.—Have you not been engaged in answering and considering how you should answer the interrogatories since "654" for at least three and a half hours, the usual time occupied by your examination each day, while there has been but little delay in preparing the questions for you?

(The counsel asked the last question in order that he may show as well as he can the hesitancy of the witness, which he considers to have been unusual, and even on this day than on previous days. Any such interpolation protested against, and the fact stated not admitted.)

Ans.—The sort of work I had to do has taken time. I had to have reference to letters and copies of letters, which have taken up much time. I have not stopped to smoke or to eat, or to gad about. I have all the time been in the room, and however long I may have been in making my answers, I have certainly been fully occupied the whole time I have been in the room, whether three and a half or four hours; I don't know how long it has been.

Examination Resumed, April 5.

Int. 682.—When you wrote your letter to Mr. Tilton, did you not know more about the Company's claim at Vancouver than you know now?

Ans.—I did not then know the exact quantity of land claimed by the Company about Fort Vancouver, nor do I know now; otherwise, I am not aware that I knew more of the claim than I do now.

Int. 683.—When did you set limits to the Company's claim, when in your answer to interrogatory 670, you say "you had no authority?"

Ans.—My own idea of the limits is of a very old date; I set limits as far back as 1846.

Int. 684.—Have you any records of the limits you put to the Company's claim in 1846?

Ans.—I don't know that I have anything of that kind. If I have such, it would be of a private nature, and I don't know now where I would look for it. I have no recollection of making any limits after 1846.

Int. 685.—Had Mr. Ballenden any authority to fix limits to the Company's claim?

Ans.—I cannot say whether he had or not.

Int. 686.—Were not the limits he set afterwards approved by the officers of the Hudson's Bay Company at London?

Ans.—I hardly know whether they were approved of or not.

Int. 687.—Did you not, when you found Mr. Ballenden's letter on file at Vancouver, find letters approving of his course from the officers at London?

Ans.—I never found such letters.

Int. 688.—Where were the assistants of Mr. Tilton surveying at the time you wrote this letter to him?

Ans.—I don't remember.

Int. 689.—Besides the limits of Sir James Douglas, Mr. Ballenden, and yourself, has any officer of the Company, whom you knew had authority to do so, ever defined the limits of the Company's claim at Vancouver?

Ans.—I have no personal knowledge of such myself, as far as I remember.

Int. 690.—Is not all your knowledge of Sir James Douglas's limits derived from what you think Mr. Ogden told you?

Ans.—That is my recollection.

Int. 691.—Was not Mr. Ogden dead when you wrote the letter to Mr. Tilton?

Ans.—I believe he was.

Int. 692.—Why did you not in the letter set forth the limits you thought Mr. Ogden told you had been put to the Company's claim by Sir James Douglas, whom you presumed had authority to do so?

Ans.—I had no authority from the Company in London to define the limits of the claim at Vancouver. I sent Mr. Ballenden's limit in as a matter of necessity, for the simple reason that, nearly three years previously, Mr. Ballenden had requested that no surveys should be made within certain limits. Had I written to the Surveyor General of Washington Territory to alter the lines and limits given by Mr. Ballenden, up to which surveys had already been made, it would have been too late for that officer to pay any attention to my wishes.

Int. 693.—Did you not understand that Mr. Tilton requested

of you that a map or authoritative statement of the claim or claims to land of the Hudson's Bay Company on the Columbia river near Fort Vancouver should be handed to him?

Ans.—Judging from the copy of my letter of 9th of May, 1855, and already referred to, I should say that such a request was made by Mr. Tilton.

Int. 694.—Why, then, did you not give him an “authoritative statement of the claim,” as you understood it to have been made by Sir James Douglas?

Ans.—I had no authority to do so from the Company in London.

Int. 695.—Why did you give him the “statement of the claim” as made by Mr. Ballenden?

Ans.—The late Mr. Ballenden's letter of 30th of July, 1852, to Mr. Preston, was then on file at the Surveyor General's office at Salem, in Oregon. In writing to Mr. Tilton, in reply to his communication, I sent the extract from Mr. Ballenden's letter, and the following is quoted from the copy of my letter of 9th of May, 1855, to Mr. Tilton: “I take the liberty of calling your attention to the following extract * * from Chief Factor Ballenden's letter of 30th of July, 1852, to Surveyor General Preston, of Oregon Territory, and I have to request that no surveys be made or claims granted within the limits stated by Mr. Ballenden. The reasons for sending the extract from Mr. Ballenden's letter are given in the above quotation.”

Int. 696.—Why did you request that no surveys be made or claims granted within the limits stated by Mr. Ballenden, and not within the limits given by Sir James Douglas?

Ans.—I had no choice in the matter. Mr. Ballenden's lines and limits had been acted on by the Surveyor General of Oregon for nearly three years, when it would have been too late for me to have altered them. When I wrote to Mr. Tilton I had, however, no authority from the Company to give any lines or limits to their claim, and of which I informed Mr. Tilton.

Int. 697.—Did you know at the time you wrote to Mr. Tilton whether the limits as given by Mr. Ballenden were made

by authority, or had been approved by the officers of the Company at London?

Ans.—I did not know, when I wrote Mr. Tilton, whether the Company had authorized Mr. Ballenden to fix limits to the Company's claim, nor whether the officers of the Company in London had approved of the limits arranged by him.

Int. 698.—Why, then, did you set forth what to you was an unauthorized claim, rather than the limits of Sir James Douglas, which you presumed to have been authorized?

Ans.—I cannot see from the copy of my letter to Mr. Tilton of 9th of May, 1855, that I set forth any claims either authorized or unauthorized. I simply asked Mr. Tilton, so far as I understand the letter, not to make surveys or grant claims within certain limits as stated by the late Mr. Ballenden.

Int. 699.—Why did you request Mr. Tilton not to make surveys or grant claims within certain limits, as stated by the late Mr. Ballenden, and which to you were unauthorized, rather than within certain limits which you thought had been made by Sir James Douglas with authority?

Ans.—I have not said anywhere that the acts of the late Mr. Ballenden were unauthorized. I have said, however, somewhere, that without his letter to Surveyor General Preston, I could not say what he had done with regard to the Company's lands at Vancouver. I am unable to give any other reason for the limits given to Mr. Tilton, in my letter to him of 9th of May, 1855, than those already stated, namely: that too long a period had elapsed since Mr. Ballenden had written to Mr. Preston, in July, 1852; and moreover, that I had no authority from the Company to give limits or lines of any kind to their claim.

Examination Resumed, April 6.

Int. 700.—How much land is claimed by the Company at their post at the mouth of the Cowlitz river?

Ans.—I do not know what quantity of land the Company claims there.

Int. 701.—Do you know how much they used there?

Ans.—So far as I know, it must have been a small quantity of land.

Int. 702.—What was its value in 1846, and now?

Ans.—I could not say.

Int. 703.—Were not the Company's buildings at the Cowlitz sold by you to a Mr. Huntington, in the spring of 1857?

Ans.—I believe they were sold by me to him, for the reason that the freshets in the Cowlitz river had washed away the ground from under one of them, and the other would soon be in the same condition; I considered them untenable.

Int. 704.—How much land does the Company claim at Fort George?

Ans.—Two acres, I think.

Int. 705.—To whom do you estimate this land to have been worth \$500, in 1846?

Ans.—My estimate of its value refers of course to the Company.

Int. 706.—What was it worth to any one else?

Ans.—I could not say what it was worth to anybody else; there was no party down there to buy such property.

Int. 707.—Was not this site always looked upon as United States property; and as such, given up to Major Hatheway?

Ans.—I know nothing about it myself; I was not aware of that.

Int. 708.—What was the cost of the buildings at Astoria?

Ans.—I cannot say what they cost.

Int. 709.—Why do you estimate the value of the buildings in 1846 at \$4,000?

Ans.—That is my estimate of the value to the Company.

Int. 710.—What were they worth to private individuals in 1846?

Ans.—I had no means of ascertaining their saleable value in 1846.

Int. 711.—Has your estimate anything to do with their cost?

Ans.—My estimate refers to their value to the business, and not to their cost.

Int. 712.—To whom were they worth more than \$4,000, when they were turned over to Major Hatheway?

Ans.—I should think to almost anybody then, for this reason: I believe I have seen a letter from the late Major Hatheway, dated some time in the year 1850, to the late Mr. Ogden, requesting that the Company's buildings at Astoria might be turned over to him for the use of his command. At that date, lumber was very high priced in Oregon, and the wages of tradesmen were at extreme rates, so that, at that time, four or five thousand dollars would not go very far in building houses. For this reason, I consider these buildings that the Company had at Astoria to be worth more in 1850 to anybody than they were to the Company in 1846.

Int. 713.—Have you Major Hatheway's letter, which you believe you saw, or a copy of it?

Ans.—My impression is, that the letter in question is already in evidence in this case by the Company. I have no copy of it.

Int. 714.—Would it have cost more to have erected buildings in Washington Territory about the year 1850 than at any previous time?

Ans.—That I do not know about; but there was no question but that lumber and mechanics' wages were extremely high that year. I do not know much about the cost.

Int. 715.—In 1850, were not the Indians in the neighborhood of Fort George nearly extinct, and had not the fur trade entirely ceased to be profitable at that post?

Ans.—I was not in the country then, and cannot say whether the trade at the post was profitable or not. With respect to the Indians, there were never, in my time, many at the post itself, or in its neighborhood; but still the trade carried on with them was always more or less profitable.

Int. 716.—Do you not know as much about the value of the Company's trade in 1850 as you do about the value of buildings at that time?

Ans.—I know nothing of the value of the trade in 1850. My estimate of the value of the buildings that year is based

on the information I had with respect to the price of lumber and the wages of the tradesmen.

Int. 717.—Do you not know or believe that Fort George had been virtually abandoned by the Company in 1850?

Ans.—I have no knowledge or belief about it. I saw this letter from Major Hatheway, from which I inferred that the place was turned over to him, at his request.

Int. 718.—Had not Mr. Birnie left, and had not Mr. Lattie, who had remained for a time in charge, been drowned the year before?

Ans.—To the best of my recollection, Mr. Birnie left the service of the Company in the spring of 1846, and Mr. Lattie also, some time in the summer of that year.

Int. 719.—Who was in charge of Fort George in 1850?

Ans.—I cannot say. When I left the Columbia river, in January, 1847, Mr. Charles Forrest, now deceased, had charge of the place. That is the last I know of it.

Int. 720.—Were not the buildings at Astoria soon pulled down by the troops, as utterly worthless?

Ans.—I have no knowledge of what the troops did with the buildings.

Int. 721.—When did you last see the buildings?

Ans.—So far as I remember, in January, 1847.

Int. 722.—When did you sail up the river again?

Ans.—In September, 1853.

Int. 723.—Do you know that these buildings were ever used after 1850?

Ans.—I have no knowledge about it at all.

Int. 724.—Was the Company ever disturbed in its occupation of its post at the mouth of the Cowlitz river except by the water which washed away the bluff on which their buildings stood?

Ans.—I am not aware of the Company being disturbed in the occupation of the post at the mouth of the Cowlitz, except as stated in the question.

Int. 725.—Where was the fishing station at Chinook or Pillar Rock?

Ans.—It was 20 or 25 miles above Fort George, on the

right bank of the Columbia, on the main shore, close to a well-known rock there, called Pillar Rock, which stands out in the river alone.

Int. 726.—What lands do the Company claim there?

Ans.—I do not know.

Int. 727.—What lands did they use there?

Ans.—I do not know.

Int. 728.—What buildings did they have there?

Ans.—I do not know.

Int. 729.—When did the Company cease to occupy this fishing post?

Ans.—I do not know.

Int. 730.—Were the Company ever disturbed in the occupation of this post?

Ans.—Not that I know of.

Int. 731.—Do you know that they ever used it after 1847?

Ans.—I really cannot say. I left the river that year, and I have no farther knowledge of it.

Int. 732.—How much land do the Company claim at Cape Disappointment?

Ans.—I believe the Company claim there 640 acres.

Int. 733.—State all the knowledge you have in regard to this claim.

Ans.—I was down at the Cape in 1842, in the autumn, and the next time was in January, 1846. I was then on board of a ship on my way to California. The ship was detained in Baker's Bay for something like six weeks, before we got to sea, during which period I was a good deal on shore and picked up some knowledge of the locality. At this time the Company had a place there in charge of a man of the name of Kipling. Some time in the commencement of February, the late Mr. Lewes, with a party of hands, came there from Fort Vancouver to survey the claim. And from him I had the information as to its extent. I returned to the river in the month of July, 1846, and found a party of people putting up a large building on the land at the Cape, which, on inquiry, I found a man by the name of Spence, now deceased, was putting up for the Company, under a contract that he had made, some time previously,

to that effect, with the Company. When I left the river, in January, 1847, I was detained in Baker's Bay several days. Spence had by this time got the large building well advanced outwardly, but not much done with the inside of it. Mr. Kipling had a comfortable house, in which he was living, not far from this building. He had also a small piece of land in cultivation back of his house, on which he had raised potatoes and other vegetables, the previous summer. There was nothing doing there by the Company in 1842, that I remember of.

Int. 734.—Did the Company do anything there before 1846?

Ans.—I am unable to say. I found Mr. Kipling there in January, 1846; he must have been there some months previously.

Int. 735.—What buildings were there in January, 1846?

Ans.—They did not amount to much—a sort of log-cabin.

Int. 736.—At what time was this contract made with Mr. Spence?

Ans.—It must have been some time previous to when I saw him at the Cape. I can't say exactly as to the date.

Int. 737.—Did you ever see the contract?

Ans.—I have no recollection of having done so.

Int. 738.—What did he contract to build?

Ans.—I could not say; a large building.

Int. 739.—Did he build anything else?

Ans.—I can't say whether he did or not.

Int. 740.—What was the contract price?

Ans.—I have forgotten; it was a considerable sum, though.

Int. 741.—Did the Company ever pay him?

Ans.—I presume they did.

Int. 742.—Should not the books show when they paid him, and how much they paid him?

Ans.—I cannot say what the books show, as I have no recollection of having seen the entries; but I suppose that a record of such payments has been kept.

Int. 743.—Did the Company ever erect any other building there than this?

Ans.—I don't remember of any.

Int. 744.—About how large was this building?

Ans.—I could not give the size of it now. My recollection of it, however, was that it was large and substantial.

Int. 745.—What do you mean by large?

Ans.—It would be a good-sized building anywhere.

Int. 746.—How large a building is “a good-sized building anywhere?”

Ans.—Well, I suppose this building was about 60 feet in length by 40 in breadth. It was a story and a half high.

Int. 747.—Why did the Company erect such a large building, in 1846, at Cape Disappointment?

Ans.—That I do not know.

Int. 748.—What did they ever use this building for?

Ans.—I can't say; I presume it was occupied by the people down there for trading and trafficking in.

Int. 749.—How long did the Company occupy it?

Ans.—I hardly know myself.

Int. 750.—Did they occupy it in 1854?

Ans.—Yes; I believe Mr. Kipling was down there in 1854?

Int. 751.—Was Mr. Kipling at that time an employé of the Company?

Ans.—Yes; he was employed by the Company.

Int. 752.—What were his duties, and where was he stationed?

Ans.—He was down there at this place, the Cape, trading.

Int. 753.—What was the amount of furs procured at Cape Disappointment each year?

Ans.—I could not say without looking at the books.

Int. 754.—When did you know that this building was last used by the Company?

Ans.—Up to 1858 was the last I know of it.

Int. 755.—Have you seen this building since 1854?

Ans.—I am not very sure that I have.

Int. 756.—Did the Company use any land at Cape Disappointment previous to 1846?

Ans.—I cannot say that they did so.

Int. 757.—Did the Company ever use ten acres of land at Cape Disappointment?

Ans.—I cannot say what they did in this respect.

Int. 758.—Have you ever been there since 1847?

Ans.—I was down there once; I hardly recollect when. It was some time after 1854.

Int. 759.—How much did they use then?

Ans.—I do not know what they used then.

Int. 760.—Do you know whether the building was standing then?

Ans.—I believe it was standing then; I saw it from a distance.

Int. 761.—Were the Hudson's Bay Company ever interfered with in the use of this building?

Ans.—Not that I know of.

Int. 762.—Were they ever interfered with in the use of any land they had ever used at Cape Disappointment?

Ans.—I do not know that they were.

Examination Resumed, April 8th.

Int. 763.—What is the character of the land at Cape Disappointment?

Ans.—The land—what was level of it—was timbered. The remainder of it was rocky and precipitous.

Int. 764.—Will you locate, as exactly as you can, the building you have described as situated at Cape Disappointment?

Ans.—All I can say is it was in Baker's Bay, some little distance from the inner end of the Cape.

Int. 765.—Did the Company ever keep any cattle there?

Ans.—I do not know.

Int. 766.—Did they ever make any roads there?

Ans.—There was a road from Baker's Bay up to the top of the Cape, but who made it I do not know.

Int. 767.—Was this road not there in 1842, when you were there?

Ans.—It may have been there, but I do not remember.

Int. 768.—Did the Company ever carry on any agricultural operations at Cape Disappointment?

Ans.—Not that I know of.

Int. 769.—Where were the furs obtained that were bought by Mr. Kipling?

Ans.—Plenty of furs came from Shoal Water Bay. The Clatsop Indians also brought furs there. There was quite a fur country north of Cape Disappointment, on the shore line—celebrated, in fact, for sea otters particularly.

Int. 770.—What office did Mr. Lewes hold in the Company when you saw him there?

Ans.—At the time I refer to Mr. Lewes was not in the Company's service, having left it about a year previously.

Int. 771.—How do you know that the Company's claim at Umpqua is a mile square in extent?

Ans.—That is my recollection of it. I think I have seen the notes, or something, of a survey of it.

Int. 772.—Was this survey made before 1846?

Ans.—I could not give the date of the survey, but I think the notes I saw were of a later date than that.

Int. 773.—Who had authority to determine the Company's claim there after 1846?

Ans.—I do not know.

Int. 774.—Was it ever determined before 1846?

Ans.—I suppose it was.

Int. 775.—Why, then, was this survey made after 1846?

Ans.—That I cannot say.

Int. 776.—Do you know that the Company used this square mile at Umpqua—so much and no more?

Ans.—I cannot say what the Company did in that respect.

Int. 777.—When was the fort at Umpqua burned down?

Ans.—I do not remember. I was not in the country when it was burned down.

Int. 778.—Did the Company ever rebuild it?

Ans.—Not that I know of.

Int. 779.—Why didn't they rebuild it?

Ans.—I cannot say?

Int. 780.—When did they first lease their claim?

Ans.—When I returned to the country, in September, 1853; it was then leased to Mr. Chapman.

Int. 781.—When did the Company cease to lease it?

Ans.—I do not know; so far as I remember, it remained leased up to 1858, when I left Vancouver.

Int. 782.—At what rent was it leased?

Ans.—I really don't remember.

Int. 783.—Will not the Company's books show?

Ans.—There must be a record of the lease somewhere.

Int. 784.—Was the post occupied by the Company at the time it was burned?

Ans.—So far as I know, it was.

Int. 785.—Will the books kept at Vancouver show the annual returns from this post up to the time it was burned?

Ans.—I suppose they will, though I do not know anything about it myself. The books of the post may have been burnt in the fire for all that I know.

Int. 786.—Was not this post a distance of 20 or 30 miles from the road from Oregon to California.

Ans.—I cannot say what distance it was from the direct road; I do not know.

Int. 787.—How many employés did the Company keep at the post?

Ans.—I have forgotten now.

Int. 788.—Did the Company raise any produce at the post for sale?

Ans.—As far as I know, they had always farm produce in excess of what was required for the wants of the post.

Int. 789.—Has the Company ever been interfered with in the occupation of their claim at Umpqua?

Ans.—Not that I know of.

Int. 790.—How many buildings did the Company have at Champoeg, in 1846?

Ans.—I cannot say.

Int. 791.—Did they have any?

Ans.—They had buildings there.

Int. 792.—Did they build any after 1846?

Ans.—Not that I know of.

Int. 793.—Were not all the Company's buildings at Champoeg washed away by a high flood of the Willamette river?

Ans.—I have heard something about it, but I have not been to Champoeg for many years, so that I do not know whether they were all washed off or not.

Int. 794.—How much land did the Company have enclosed there?

Ans.—I cannot say.

Int. 795.—What was it worth?

Ans.—I do not know.

Int. 796.—Was it not swept away by the flood?

Ans.—Not that I know of.

Int. 797.—Did the Company ever purchase any town-lots of American settlers at Champoeg?

Ans.—I cannot be very positive about it. The impression on my mind is that the Company did buy some land or lots from a settler or settlers there.

Int. 798.—Had the Company's officers authority to buy land for the Company?

Ans.—I do not know whether they had authority or not.

Int. 799.—Did you ever consider that you had any such authority, while at Vancouver?

Ans.—I do not remember that the question of buying lands, for the Company ever arose while I was at Vancouver.

Int. 800.—Did you ever have authority to sell lands for the Company?

Ans.—Not that I remember of.

Int. 801.—Must not these lands at Champoeg, if bought at all for the Company, have been bought after 1846, and for other purposes than for the use of the Company's business?

Ans.—The lands or lots at Champoeg were bought previous to 1846, for the reason that the settlers in Willamette valley were indebted to the Company for advances made them, for which they had agreed to pay in wheat. The object of having these lands and the buildings there was because Champoeg was a shipping point on the Willamette river, from whence the wheat collected from the settlers was sent down to Fort Vancouver in boats.

Int. 802.—Have the Company ever been interfered with in the occupation of their land at Champoeg?

Ans.—Not that I know of.

Int. 803.—When was Fort Walla Walla built?

Ans.—I really do not know.

Int. 804.—Was it not built by the Northwest Company previous to 1818?

Ans.—The Northwest Company first built there in 1818.

Int. 805.—Did the Hudson's Bay Company ever erect any buildings there?

Ans.—So far as I recollect, the Company must have built there, because the place had been burned down.

Int. 806.—Do you know that the Company ever built anything there after 1839?

Ans.—Yes; I know it in this way; that I was at Fort Walla-Walla in 1839 and 1840, and again in 1844, and there was quite a different establishment there in 1844 to what there had been in 1839 and 1840.

Int. 807.—Do you know what the buildings at this post cost?

Ans.—I do not know.

Int. 808.—Did you ever estimate the cost of the Company's buildings at Forts George, Pillar Rock, Umpqua, and Walla-Walla?

Ans.—Not that I know of.

Int. 809.—From whence did the Company's counsel arrive at the cost of these posts?

Ans.—I cannot say.

Int. 810.—Could they have had any other authority than the books of the Company?

Ans.—I do not know that the books of the Company had anything to do with it. I presume they had other authority.

Int. 811.—What do you presume it was?

Ans.—It is a general idea on my part, presuming that they had other authority.

Int. 812.—What is your general idea that it was?

Ans.—They may have had notes, &c.

Int. 813.—Where could they have got these notes, &c.

Ans.—I cannot say.

Int. 814.—Was any officer of the Company able to give such to them better than you?

Ans.—It is likely enough, though I cannot say with whom they had communication.

Int. 815.—How much land did the Company claim at Walla-Walla?

Ans.—I cannot say.

Int. 816.—Was not the land about Walla-Walla generally very poor and sandy?

Ans.—That is my recollection of it.

Int. 817.—Did the Company ever have any definite claim there other than the land actually enclosed?

Ans.—I do not know what they claimed there.

Int. 818.—How much land did they have enclosed?

Ans.—I cannot say.

Int. 819.—Do you know that they had as much as ten acres?

Ans.—I know nothing about it.

Int. 820.—What was the enclosed land worth per acre to the Company in 1846?

Ans.—I cannot say.

Int. 821.—How extensive a tract of land "surrounding the fort" would have been worth \$10,000 to the Company in 1846?

Ans.—I am unable to say.

Int. 822.—How much was paid for Fort Hall, in 1846 or 1847, when, as you say, in your answer to interrogatory 8 of the direct examination, it was purchased of an American trading company?

Ans.—I was not in the country at the time, and, if I ever knew, have forgotten how much was paid for the establishment. The American company, who built the place, traded and trafficked there until they had lost more money than they could afford, and made up their minds to leave. They made an offer of the post, with some goods which they had on hand, to the Hudson's Bay Company, at a certain figure, which was agreed upon. But it does not follow that the sum paid by the Company for the fort repaid the original proprietors what it cost to build it, nor would be anything like the value of the fort. Had that company of traders been carrying on a profitable business, the chances are they would not have sold the place at all.

Int. 823.—Will not the Company's books show what the fort cost?

Ans.—They may do so; I cannot say.

Int. 824.—Do you know how much land was enclosed and cultivated there, or occupied for pasturage?

Ans.—I do not know; I have no knowledge on these points.

Int. 825.—Do you know how much the Company claimed there?

Ans.—I do not know.

Int. 826.—Do you know how much the post at Bois  cost the Company?

Ans.—I do not know what it cost to build the place.

Int. 827.—As this place was built by the Company about the year 1835, will not the books of the Company show what money was spent there that year?

Ans.—The general accounts of the Company will not show it. The profits of the post at Bois  for that year would be, of course, affected by this outlay.

Int. 828.—Do you know how much land the Company claimed or claim about Bois ?

Ans.—I do not.

Int. 829.—Do you know how much they used and occupied?

Ans.—I do not.

Int. 830.—Was not Fort Okanagan one of the posts which was transferred to the Hudson's Bay Company by the Northwest Company, for which no money was paid?

Ans.—It was one of those establishments that came into the business that way; but when I first saw Okanagan, in 1839, the fort was a new one, the old establishment having served its time.

Int. 831.—When was it rebuilt?

Ans.—Probably about 1839.

Int. 832.—Will not the Company's books show the cost of this building in the same way that you say they will show the cost of Fort Bois ?

Ans.—The general accounts of the Company will not show it; but the profits and loss account of the post at Okanagan will be affected by the outlay.

Int. 833.—How much land does the Company claim there?

Ans.—I do not know.

Int. 834.—How much was used, occupied, and cultivated by the Company?

Ans.—I do not know.

Int. 835.—What was land that could be cultivated there worth per acre in 1846?

Ans.—I could not say.

Int. 836.—What is it worth now?

Ans.—I cannot say.

Int. 837.—How many buildings were at the fort when you were there last?

Ans.—I cannot say; it was a fort enclosed with pickets.

Int. 838.—Has the Company ever been disturbed in their occupation of Okanagan?

Ans.—Not that I know of.

Int. 839.—How far distant from this post is the nearest settlement?

Ans.—I do not know of any settlement within a considerable distance.

Examination Resumed, April 9th.

Int. 840.—When did the Company cease to occupy Okanagan?

Ans.—I do not know.

Int. 841.—Did the Company occupy it in 1854?

Ans.—I believe so.

Int. 842.—Why did they cease to occupy it?

Ans.—Up to the time I left Fort Vancouver, in 1858, the place was occupied. I have little or no knowledge of what took place at the post since.

Int. 843.—How many men did the Company employ at the post in 1858, or at any other time?

Ans.—I could not say now.

Int. 844.—Where were the returns of Fort Okanagan made up to 1858, or were there returns?

Ans.—Between the years of 1839 and 1846, Fort Okanagan was a post in what was known as the Thomson river district, and the returns were made to Fort Vancouver. When

I returned to Fort Vancouver, in 1853, Fort Okanagan was a post in the district of Colville, and continued so until 1858, when I left. The accounts of the post would be included with the accounts of Fort Colville. During the years of 1856, 1857, and 1858, the furs from Okanagan, with those of Kootanay, Flat-Heads and Fort Colville, were taken out overland to Frazer river, at Fort Hope, and thence sent on to Fort Victoria, on Vancouver's Island.

Int. 845.—How were the supplies sent to these posts during the same years?

Ans.—I sent two boat loads of goods up to Fort Colville in the summer of 1856, from Fort Vancouver. But the bulk of the supplies for that year, as also for the following ones of 1857 and 1858, were sent in to Fort Colville from Victoria, Vancouver Island, by the way of Fort Hope, on Frazer's river, and from Colville were distributed to the other posts.

Int. 846.—Is Fort Okanagan still in possession of the Hudson's Bay Company?

Ans.—I cannot say of my own knowledge whether it is or not.

Int. 847.—Has Fort Colville been rebuilt since 1825?

Ans.—Yes, I should say it had been.

Int. 848.—When?

Ans.—That I do not know. My visits to Colville generally were up to the year 1845, and then again in the autumn of 1861, at which time the establishment was quite different to what it was at my previous visits there.

Int. 849.—What was the value of the post, including land and buildings, in 1846?

Ans.—I could not say.

Int. 850.—What was its value in 1861?

Ans.—I could not say.

Int. 851.—What was the cost of the buildings there in 1846 and 1861?

Ans.—I cannot say.

Int. 852.—How much land was cultivated there in 1846 or in 1861?

Ans.—I cannot say.

Int. 853.—How much was used and occupied for pasturage in 1846 or 1861?

Ans.—I do not know.

Int. 854.—State all you know about the extent and value of the White Mud farm, with its buildings.

Ans.—I cannot say what the extent of the White Mud farm was, nor do I know the value of the buildings there.

Int. 855.—Have the Company ever been disturbed in the occupation of their post at Colville?

Ans.—Not that I know of.

Int. 856.—Have the Company any distinct land claim there?

Ans.—I suppose they have; but I have no knowledge of its extent.

Int. 857.—How near is the post to any settlements?

Ans.—When I was there, in the autumn of 1861, there was quite a settlement in the Colville valley, which commenced less than three miles from the fort. This settlement ran back for a considerable distance, and about twenty miles from Colville there was a fort garrisoned by United States troops, under the command of Major Lugenbeel, then of the 9th infantry. In the neighborhood of the garrison I think there was a sort of town known as Pinkneyville. At that time, on the Columbia river itself, there was much excitement about gold on the upper waters of the river, and a great many miners were passing up the river from Colville.

Int. 858.—Was the Company's post at Colville worth more to them in 1846 or in 1861?

Ans.—I really could not say.

Int. 859.—What made it more valuable in 1846 than in 1861?

Ans.—I do not know that it was more valuable then than in 1861.

Int. 860.—What made it more valuable in 1861 than in 1846?

Ans.—I do not know that it was more valuable then.

Int. 861.—Have you ever been at Kootanay or the Flat-Heads?

Ans.—I have never been at either place.

Int. 862.—Do you know what the cost of the Company's buildings at those places was, or when they were built, or what they were worth in 1846, or what they are worth now, or how much land the Company claimed or occupied there in 1846, or claim there now?

Ans.—I do not know when the buildings at Kootanay and the Flat-Heads were erected, nor what they cost; neither do I know their value in 1846, or at the present moment; neither do I know the extent of land claimed at these posts, either in 1846 nor just now.

Int. 863.—Have the Company ever been disturbed in the occupation of these posts?

Ans.—Not that I know of.

Int. 864.—Do the Company still occupy these posts?

Ans.—The post at the Flat-Heads is occupied; I do not know whether that at Kootanay is or not.

Int. 865.—Did you ever give an estimate to the counsel of the Hudson's Bay Company in this case of the cost and value, or of either the cost or value, of the Company's post at Fort George, Chinook, Umpqua, Walla-Walla, Bois , Colville, and Kootanay?

Ans.—Not that I remember of.

Int. 866.—Can you give such an estimate now?

Ans.—I could not.

Int. 867.—Do you, as agent of the Hudson's Bay Company in this case, or in any other capacity, know from what sources counsel of that Company arrived at the cost and value of the posts enumerated in the last question, which cost and value they have set forth in their memorial?

Ans.—I really cannot say how they arrived at it.

Int. 868.—Do you know of any sources from which they could arrive at the cost of these posts, other than from the books of the Company?

Ans.—I do not remember the books of the Company at all in the matter, and the books would not show the cost. I do not know what sources they drew their information from. I

recollect, also, that they had notes and memoranda; where they came from I never asked.

Int. 869.—Did not you yourself furnish them with notes and memoranda?

Ans.—Not on these points, certainly.

Int. 870.—On what points did you furnish them?

Ans.—I have really forgotten now; something about Fort Vancouver, I think.

Int. 871.—Will you now state, as exactly as you can, what books of the Company, and what accounts kept by the Company will show, directly or indirectly, the cost of the buildings at the Company's posts?

Ans.—At this distance of time, I really do not remember what the books were. As I understand it, the general accounts do not show such details. As to the other books, which I have referred to in my testimony as being formerly at Fort Vancouver, showing such disbursements, it is so long since I have seen them that I scarcely remember anything about them, except that there were such books at one time; therefore I cannot give any details about them.

Int. 872.—State exactly what you mean by general accounts.

Ans.—The general accounts were those which were kept in accordance with the regulations of the Company, in order to arrive at the result of the trade in the country each year, copies of which were sent to York Factory or to London. Everything was detailed in the general accounts in accordance with the regulations of the Company. The details formed quite a lot of books, copies of which were sent away every year.

Int. 873.—Did the profit and loss account form a part of this general account?

Ans.—So far as I remember, there was a general profit and loss account each year, as well as one of each district or post, as the case might be, which formed part of the general accounts. If I recollect right, there was a book called the account current book, in which were entered the accounts of each post or district, showing the result of the business for

the year at each, with the profit and loss account, which showed the result on the trade for the year, according as the Company's books were kept. There was generally a book for this purpose each year; but I have some recollection of a book in which, for two or three years in succession, the accounts current were kept or entered.

Int. 874.—Will these books show the amount of furs taken or bought by the Company at their various posts, and their value?

Ans.—My recollection is that the books show such entries in detail.

Int. 875.—Did not the number of furs taken at various posts diminish after the year 1846?

Ans.—I do not know that they did so immediately, but they eventually and gradually did so.

Int. 876.—Has not the price of the various furs, particularly of beaver, very much diminished since 1846, and even before?

Ans.—My recollection is, that beaver fell very much in price about that time, and continued very low; but I now consider it to be on the rise again, as of late years it has been selling wholesale at from \$2 to \$3 a skin, according to size. Beaver, in 1840 and 1841, was worth \$8 a skin. With respect to the other kinds of furs, whatever their value may have been in 1846, they are all very high priced now, although I cannot give quotations.

Int. 877.—Was not the country south of 49° peculiarly a beaver country?

Ans.—Yes; I should say so. It was a good country for land otters, also bears; and, so far as I recollect, there was quite a variety of other furs, which always sold well.

Int. 878.—Had not, previous to the treaty of 1846, the Indian population of the Lower Columbia been swept away by epidemic disease, and had not the Indian population of other parts of the country south of 49° sensibly diminished?

Ans.—I have no personal knowledge of such details. At Fort Vancouver, where I was principally residing, I did not perceive any falling off of the number of Indians between

1839 and 1846. Lower down, towards the mouth of the river, whatever decrease had taken place among them must have happened long before my time, as I never saw many Indians in that locality. With respect to the Indians of the interior of the Columbia, I never heard of any mortality amongst them, neither do I think there was any falling off in their number, up to 1846, more than what could have been expected among such a population.

Examination Resumed, April 10.

Int. 879.—Prior to the order of Gov. Stevens, issued about the 1st of January, 1854, did not the Hudson's Bay Company have the same opportunities for trade with the Indians south of the forty-ninth parallel, and east of the Cascade Mountains, as in 1846?

Ans.—They may have had, but there was more or less interference with their trade with the Indians previous to 1854. Thus, after the war with the Indians, who murdered the late Dr. Whitman and destroyed his mission at Waulatpu, trade in the neighborhood of Walla-Walla was pretty much at a stand-still for a long period afterwards. In like manner the order to Dr. Dart from Washington was known in the country. I do not now remember of any other interference with the Company's trade with the Indians, to the date of Governor Stevens' order.

Int. 880.—Had not the fur trade with these Indians ceased to be profitable in 1854?

Ans.—I hardly remember; I have not the books here. Certainly, at some places it was profitable. I could not say more without seeing the books.

Int. 881.—Had not the Company, before 1854, begun to transfer the principal seat of their business from Vancouver to Victoria?

Ans.—I believe they had.

Int. 882.—When did the Company first explore the country north of the 49th parallel to find a route from Vancouver Island and the lower Fraser river into the interior?

Ans.—I scarcely remember; I think I must have been at the Sandwich Islands when I first heard of this, probably some time in the year 1847.

Int. 883.—In what year did the Company abandon the Columbia river as a means of communication?

Ans.—With respect to the Company posts and establishments north of the 49th parallel, and now in British Columbia, I am unable to say in what year the Company stopped sending in supplies for their trade by the way of the Columbia river, as I was then at the Sandwich Islands. When I returned to Fort Vancouver, in the autumn of 1853, the Company made use of the Columbia river for the supply of their posts south of the 49th parallel, in the interior of the country. This finally ceased, as far as I know, in 1856, in consequence of the war then going on among the Indians. I did not consider the route safe for life or property, and therefore had recourse to Fort Victoria, as a depot for the supply of the posts still left to the Company, as already stated in my testimony.

Int. 884.—Was the Columbia river ever again used as a means of communication with the Company's posts south of the 49th parallel?

Ans.—I left Fort Vancouver in 1858, and am unable to say whether the Company made use of it or not, after that year.

Int. 885.—Had the Company ever been deprived of, or abridged in the use of, the portages of the Columbia river?

Ans.—Not that I remember of.

Int. 886.—Are they not free to the Company now?

Ans.—I really do not know whether they are or not.

Int. 887.—Has the Company ever used or attempted to use the Columbia river above Fort Vancouver for any purposes since 1854?

Ans.—I sent boats up there in 1856 myself.

Int. 888.—Do you know that the Company sent any other boats up the river, or used it in any other way, or attempted to use it in any other way after 1854?

Ans.—I do not now remember.

Int. 889.—Did not the Company, subsequent to 1853, erect

a new post on the Columbia river, just above the forty-ninth parallel, called Fort Shepherd?

(Objected to by Mr. Lander, for irrelevancy.)

Ans.—I believe the Company did so.

Int. 890.—Were you ever at the post, and when?

Ans.—I was at the post in the autumn of 1861.

Int. 891.—What was its cost?

Ans.—I do not know its cost or value.

Int. 892.—Were not the Company's buildings at this post better than those at Colville?

Ans.—They may be; I do not know that they are.

Int. 893.—Have the Company ever used Fort Shepherd as a trading-post?

Ans.—There was somebody in charge of it when I was there; what was doing there I do not remember; some miners were about there.

Int. 894.—Was there more than one man there, in the Company's service, in 1861, when you were there?

Ans.—I do not know; I never inquired; there were people about; whether they were in the Company's service I do not know.

Int. 895.—Why was this post not used as a trading-post for furs with the Indians?

Ans.—I do not know that they did not trade with the Indians at Fort Shepherd. I saw no Indians there while I was there. I was there but a short time.

Int. 896.—Tell all you know about the value of Fort Langley, a post north of the forty-ninth parallel, in itself and as a trading-post?

Ans.—My own personal knowledge is something very limited indeed. I was there some time in the autumn of 1861, for about a couple of days. It rained so heavily while I was there, I scarcely ever got out, so that I scarcely remember what the place looks like, either inside or out, except that it had pickets round it. I know nothing of the value of the buildings, but I believe the trade with the Indians is considerable, although I really know but little about it. The gentle-

man in charge was Mr. Newton; I do not remember whether he had an assistant or not.

Int. 897.—Had not the trade of nearly all the Company's posts in British Columbia greatly fallen off previous to the discovery of gold at Frazer's river, in 1858?

Ans.—The impression on my mind is quite contrary. I have no memoranda to refer to here. My recollection of the trade is that it was very good that year and for some time previous.

(All questions from 890 to 897, inclusive, objected to as irrelevant.)

Int. 898.—In your answer to "interrogatory 16" of your direct-examination, you speak of roads made by the Company; was the road from Cowlitz to Nisqually opened by the Company as a wagon-road or a pack-road?

Ans.—I suppose it was more of a pack-trail than a road.

Int. 899.—Did the Company do anything more than improve the travelled Indian trail between these places?

Ans.—Yes; they did between the Cowlitz and the Skookum Chuck, as they tried a variety of trails before they finally decided upon the trail or road they used and bridged it.

Int. 900.—How many bridges did the Company make between these two places?

Ans.—I could not say; there was a good deal of it done on the road.

Int. 901.—Could not all the work on this road have been done for \$2,000 or less?

Ans.—I should say not; it is a very hard piece of road in the winter months.

Int. 902.—How much did it cost?

Ans.—I really could not say.

Int. 903.—Was not the land route between Oregon and California also an established Indian route?

Ans.—I think not. The Indians, in those early days, could not travel about for fear of each other.

Int. 904.—Did not all the other routes or roads made by the Company, except those at Vancouver, follow Indian trails?

Ans.—I do not know that they did.

Int. 905.—Were any of the Company's roads, except those at Vancouver, and immediately around some other posts, anything but pack-trails?

Ans.—The clearing of the road at the Cascade portage was something very unlike an Indian trail; in fact, it was a sort of wagon road. The others were probably pack-trails.

Int. 906.—Were any of the bridges made by the Company on these pack-trails anything more than temporary structures, which were liable to be washed away every year?

Ans.—The bridges were more useful than ornamental, subject, no doubt, to be washed away at times, and they had to be replaced by others.

Int. 907.—After the Company ceased to have the exclusive control of the Indian trade in the Oregon country, did they not use all the means in their power to break down the American traders and free trappers?

Ans.—Not that I know of.

Int. 908.—Did they not seek to drive them out of the fur trade?

Ans.—Not to my knowledge, certainly.

Int. 909.—Were not these American traders and free trappers injurious to the Company's business?

Ans.—Not as I knew of.

Int. 910.—Did they help the Company's business?

Ans.—I suppose they neither helped it or injured it, so far as I knew. When such parties had furs to sell, they invariably made an offer of them to the Company, and I think in almost every instance the Company got their furs at prices agreed upon.

Int. 911.—Were not these prices much higher than those at which they bought similar furs from the Indians?

Ans.—I really could not say. In purchasing furs thus, there was always a margin left for profit.

Int. 912.—Was it not the object, and was it not a desire of the Company's officers at London, that the settlement of the country, in which their posts were established, should be discouraged?

Ans.—I was not aware of it.

Int. 913.—Was not Dr. McLaughlin censured by the Company's directors for his kindness to American immigrants?

Ans.—He never said so to me.

Int. 914.—Do you not know that he was?

Ans.—I do not.

Int. 915.—What do you know about this matter?

Ans.—I know nothing about it further than I have said. I do not know that I know anything about it.

Int. 916.—Did you ever own any of the stock of the Puget's Sound Agricultural Company?

Ans.—I believe I had two shares.

Int. 917.—When did you come in possession of them?

(All questions in reference to the Puget's Sound Agricultural Company objected to as irrelevant. Counsel for United States claims the right to ask the above questions, and others hereafter, in order to show the relations between the Hudson's Bay Company and the Puget's Sound Agricultural Company.)

Ans.—Some time, I think, in the year 1839 or 1840.

Int. 918.—Do you own them now?

Ans.—I think so.

Int. 919.—What is their par value?

Ans.—I do not know. I have no papers here to refer to. I recollect nothing about them, except the fact that I have the two shares.

Int. 920.—How much have you ever paid on them?

Ans.—I think I paid £10 a share.

Int. 921.—Did you pay that in the beginning?

Ans.—I think so. I cannot say.

Int. 922.—Have you paid anything on them since?

Ans.—I do not remember to have done so.

Int. 923.—Have you been paid any dividends upon them?

Ans.—I think so.

Int. 924.—When was your first dividend, and what was it?

Ans.—I do not recollect. It was some time ago.

Int. 925.—When was your last dividend, and what was it?

Ans.—That I cannot answer, neither as to time or amount.

Int. 926.—Do you remember when you had any dividend, and what it was?

Ans.—I had a dividend, but I do not remember anything more about it than I have said.

Int. 927.—What was the capital stock of the Company?

Ans.—I cannot say.

Int. 928.—Did not the Hudson's Bay Company give the Puget's Sound Agricultural Company permission to carry on their operations, and promise to support them in carrying into effect their measures?

Ans.—I have no knowledge of any such arrangements.

Int. 929.—Was not Chief Factor McLaughlin authorized by the Hudson's Bay Company to superintend the affairs of the Puget's Sound Agricultural Company, and did he not do so?

Ans.—I have some recollection of the late Mr. McLaughlin superintending the affairs of the Puget's Sound Company while at Fort Vancouver, but who authorized him to do so I cannot say.

Examination Resumed, April 11.

Int. 930.—Of whom did you buy your shares in the Puget's Sound Agricultural Company?

Ans.—My recollection of the transaction is that they were not bought from any body, but were two shares of the original stock of the Company, subscribed for by me.

Int. 931.—Was not opportunity given to all the Hudson's Bay Company's officers, at Vancouver, to subscribe for this stock?

Ans.—I think there was some arrangement of the kind; but, if I remember right, there was some limit as to the number of shares which the different grades of officers might take.

Int. 932.—Did not Mr. McLaughlin receive the subscription to this stock?

Ans.—He may have done so, but I am not aware of it.

Int. 933.—Were not J. H. Pelly, Andrew Colvile, and George Simpson, officers and stockholders in the Hudson's Bay Company in 1839?

Ans.—The late Sir John Henry Pelly, and the late Andrew Colville, Esq., deceased, were probably directors of the Hudson's Bay Company in London, in 1839, but I had no personal knowledge of that fact, or whether they owned stock in the Company or not. The late Sir George Simpson I knew in 1839 as Governor of Rupert's Land, but cannot say whether he was a proprietor of Hudson's Bay Company's stock or not.

Int. 934.—Were not the accounts of the Puget's Sound Agricultural Company kept at Vancouver?

Ans.—I believe they were kept there up to the year 1846. I do not know what was done with them afterwards.

Int. 935.—Were particular clerks assigned to the keeping of these books, or were they kept by the same persons who kept the books of the Hudson's Bay Company?

Ans.—I do not remember the Puget's Sound Agricultural Company having any clerks at Vancouver. The books were kept by the clerks in the Hudson's Bay Company's office. This is according to my recollection of it.

Int. 936.—Did not all the moneys payable to the officers and employés of the Puget's Sound Agricultural Company pass through the office at Vancouver?

Ans.—Probably such was the case; but I could not be positive of it from memory.

Int. 937.—Were not nearly, if not all of the officers of the Puget's Sound Agricultural Company, formerly officers of the Hudson's Bay Company?

Ans.—It is likely they were.

Int. 938.—Were not nearly all the employés of the Puget's Sound Agricultural Company formerly employés of the Hudson's Bay Company?

Ans.—Probably they had been. I have a recollection of shepherds coming out from England for the Puget's Sound Agricultural Company.

Int. 939.—Who was the senior officer of the Hudson's Bay Company at Vancouver, in 1840?

Ans.—It must have been the late Mr. McLaughlin.

Int. 940.—Who was senior officer of the Puget's Sound Agricultural Company the same year?

Ans.—I believe the same gentleman, the late Mr. McLaughlin.

Int. 941.—Please answer the last two questions with reference to the year 1846.

Ans.—Things had changed in 1846. The Hudson's Bay Company's affairs were then controlled by a board, of which the late Mr. Ogden was the senior officer; Mr. Douglas was the next, and there was a third member, whose name escapes me. The late Mr. Ogden and Mr. Douglas were both at Vancouver; which of them represented the interests of the Puget's Sound Company I am unable to say.

Int. 942.—Did not the Hudson's Bay Company sell sheep, cattle, and agricultural implements to the Puget's Sound Agricultural Company?

Ans.—I believe there was some such transactions between the two Companies.

Int. 943.—Do you own any stock in the Hudson's Bay Company?

Ans.—I do not.

Int. 944.—Did you ever own any?

Ans.—Never to my knowledge.

Int. 945.—What was the original amount of stock of the Hudson's Bay Company?

Ans.—I cannot say.

Int. 946.—What is the present capital stock?

Ans.—I have heard, but the sum has escaped my memory.

Int. 947.—Has not the amount of capital stock been increased?

Ans.—I have been informed that some change took place in the increase of the stock during the year 1863, but the details of such change I remember very little about.

Int. 948.—Who now are the principal owners of the Hudson's Bay Company's stock?

Ans.—I have been informed that the stock is in a great many hands, but I believe the largest amount of stock in one name is in the shape of a trust fund for the sum of £100,000, endowed by that noble, generous, and philanthropic gentle-

man, George Peabody, Esq., for the benefit of the poor of the city of London.

Int. 949.—Is not Sir Curtis Lamson a large stockholder?

Ans.—Sir Curtis Lamson is the Deputy Governor of the Company; I cannot say what stock he holds.

Int. 950.—Is not Sir Curtis Lamson a native of the United States, and has he not received his title for his services in laying the Atlantic Cable?

Ans.—I have so read in the public prints.

Int. 951.—Is not Mr. Morgan, successor to Mr. Peabody, also an American, and a large owner in the stock of the Company?

Ans.—I have no personal acquaintance with Mr. Morgan, neither do I know whether he is a proprietor of the Hudson's Bay Company stock or not.

(The counsel for the United States requires Mr. Mactavish, who, as appears from his evidence, is a chief factor of the Hudson's Bay Company, and its agent in the prosecution of this claim, to produce here, for examination by the United States or their Counsel, all accounts, account-books, and letter-books of said Company, together with the regulations under which these books were kept, and the various forms of contracts with servants of the Company, all of which books, rules, and forms contain evidence pertinent to the issue in this case, as appears from the cross-examination of Mr. Mactavish, and suspends the further cross-examination of this witness until he shall produce such books, accounts, rules, and forms.)

(The Counsel for the Company protest against any such interpolations as above set out in this deposition.)

Examination Resumed, May 1.

Int. 952.—Will you please produce here for examination by the United States or their counsel, all accounts, account-books, and letter-books of the Hudson's Bay Company which were kept at the various posts of that Company south of the 49th parallel of north latitude during their occupation by the Company, together with the regulations under which their

books were kept, and the regular forms of contracts with the Company's servants.

Ans.—I cannot say whether I will produce them or not.

(The above question objected to as incompetent, and as asking the witness not as to what he knows of the subject, but as to what his future course of action will be, over which, as witness, he can have no control.)

DISTRICT OF COLUMBIA, }
City of Washington, } ss:

I, Samuel H. Huntington, Clerk of the United States Court of Claims, do hereby certify that the foregoing deposition, hereto attached, of Dugald Mactavish, a witness examined under and in accordance with the stipulation prefixed to the same, in the matter of the Hudson's Bay Company against the United States now pending before the British and American Joint Commission for the final adjustment thereof, was taken at the city of Washington, in the District aforesaid, and reduced to writing, under my direction, by a person agreed upon by Charles C. Beaman, jr., Esq., attorney for the United States, and Edward Lander, Esq., attorney for said Company, beginning on the 8th day of March and ending the 1st day of May, 1867. I further certify that, before his said re-examination, I administered to said witness the following oath:

“You swear that the evidence you shall give in the matter of the Claim of the Hudson's Bay Company against the United States of America shall be the truth, the whole truth, and nothing but the truth: so help you God.”

That, after the same was reduced to writing, the deposition of said witness was carefully read to and then signed by him. I further certify that Charles C. Beaman, jr., and Edward Lander, Esquires, were personally present during such re-examination of said witness, and the reading and signing of his deposition.

Witness my hand and official seal.

[SEAL.]

SAM'L H. HUNTINGTON,

Clerk of the Court of Claims.

CITY OF WASHINGTON, *June 26, 1867.*

*In the matter of the Claim of the Hudson's Bay Company
against the United States.*

Examination or cross-examination of *William H. Farrar* resumed, by agreement between C. Cushing, for the United States, and E. Lander, for the Hudson's Bay Company, on the same terms and conditions provided for the re-examination of Dugald Mactavish, as expressed in Articles 1, 2, 3, 5, and 6, under date of March 6, 1867, taken this, July 31, 1867, at Washington city, D. C.

Int. 1.—In your answer to Cross-Interrogatory No. 6, you say, among other things, as follows: "Negotiations are now in progress which I believe will settle the title to the Mission lands, and result in the location there (at Vancouver) of the Columbia river terminus of the Northern Pacific Railroad." Have not the negotiations of which you spoke terminated since that time; and, if so, how, and with what effect upon the actual value of those lands?

Ans.—Those negotiations have terminated, and the title to the Mission lands has not yet been determined. The negotiations for the terminus of the Northern Pacific Railroad there have been abandoned; nothing could be accomplished in that respect. At the time of my previous examination I intended to have been understood as saying that if certain negotiations then in progress had resulted as I then anticipated, that that land would have been worth \$1,000,000 to the persons having a clear title to it, allowing, of course, after the procurement of the evidence of title and the location there of the railroad, a reasonable time for the owners of the land to have made their money. Without a good title to that land, and without that being made the terminus of the railroad, those lands would not then command the same price in market.

Int. 2.—When you previously testified, how soon did you expect or believe that the work of construction would be commenced?

Ans.—In the autumn of the same year.

Int. 3.—When you previously testified, how soon did you believe or hope that the War Department might relinquish the lands and a patent issued to the Catholic Mission?

Ans.—I was very confident of obtaining it the same summer.

Int. 4.—Has or not the Department since then positively refused to relinquish the military reservation at Vancouver?

Ans.—Yes, sir; I am so informed.

(The answer objected to as being hearsay.)

Int. 5.—Were you counsel for the Mission; and, if so, did you acquire the above information as counsel, and from whom?

Ans.—I was counsel, and obtained the information from my client.

Int. 6.—Have you knowledge of any company or persons in Oregon having interest in the establishment of a shipping and landing port and railroad terminus at some point on the Columbia river, below Fort Vancouver; and, if so, what company or persons, and at what place?

(Objected to as irrelevant.)

Ans.—No; I have none as to any company intending to make any railroad terminus below Portland, or the mouth of the Willamette river. Since I testified last year, the Oregon, or a portion of the stockholders of the Oregon Steam Navigation Company, have transferred their interest to a party or parties residing in San Francisco. From general reputation and newspaper report, it was the intention of the new purchaser or purchasers to abandon Portland as their headquarters and make St. Helen's, on the Columbia river, the headquarters of that Company, and of an ocean line of steamers plying between San Francisco and Oregon.

Int. 7.—What effect on the prospects of Vancouver, as a landing or shipping port, would be produced by the Steam Navigation Company establishing its terminus at or below St. Helen's, on the Columbia river?

Ans.—Should that contemplated change take place, and prove successful, it would be injurious to Vancouver; but I don't think it will be a success.

Int. 8.—In the explanation appended to re-examination Interrogatory No. 3, on your previous examination, you say,

“About a month ago I did contract in writing for a deed to be made to me and my associate of one-half of 590 acres of the Mission land claim.” Has not that contract been abandoned or rescinded by you and your associate?

Ans.—It has.

Int. 9.—In your answer to said third Interrogatory of re-examination, “Whether you have or have not any interest in this matter against the Hudson’s Bay Company,” you say, “I have a very large and direct one.” Are you at the present time interested in any way?

Ans.—I have no interest in the lands there at the present time, having given up my claim or interest.

Int. 10.—Have you any belief or expectation of the establishment, within any definite approaching time, of the terminus and workshops of the Northern Pacific Railroad at Fort Vancouver?

Ans.—No, sir, I have none; although I have now no means of information what that Company intends to do; but, at the time I relinquished my interest in the land at Vancouver, I had been led to believe that if the Northern Pacific Railroad should be built, that Vancouver would not be designated as its western terminus.

Int. 11.—Have you visited or seen the saw-mills of the Company near Vancouver; if so, when did you first see them?

Ans.—In 1857, or early in 1858, I was the attorney for a man by the name of Taylor, who had been enjoined by the Hudson’s Bay Company from moving a parcel of old iron from the saw-mill on Taylor’s land claim. Therefore I had occasion to visit the remains of that mill. The mill had evidently been abandoned; it was disused; there was no perfect machinery there; the building was open and exposed to the ingress and egress of cattle. As to any other mill or mills I have no definite knowledge or information, but, during the pendency of that suit on the part of the Hudson’s Bay Company against Taylor, I neither saw nor heard anything whatsoever that made any impression on my mind that there was any mill or mills, other than the one I have already mentioned, in its immediate vicinity of any value whatever.

Int. 12.—Did you see or hear anything of a gang saw-mill claimed by the Company?

Ans.—According to my recollection, not a word.

W. H. FARRAR.

DISTRICT OF COLUMBIA, }
 County of Washington. }

I, Nicholas Callan, a notary public in and for the county and District aforesaid, do hereby certify that the foregoing deposition, hereto attached, of William H. Farrar, a witness previously examined in the matter of the Claims of the Hudson's Bay Company against the United States, now pending before the British and American Joint Commission for the final adjustment thereof, was taken and reduced to writing in the said city of Washington, under my direction, by a person agreed upon by Caleb Cushing, Esq., attorney for the United States, and Edward Lander, Esq., attorney for the said Company, on the 31st day of July, 1867.

I further certify that I administered the following oath to said witness before his examination:

“You swear that the evidence you shall give in the matter of the Claims of the Hudson's Bay Company against the United States of America shall be the truth, the whole truth, and nothing but the truth: so help you God.”

And that, after the same was reduced to writing, the deposition of said witness was carefully read to and then signed by him in the presence of the aforesaid counsel.

In testimony whereof I have hereunto set my hand and [SEAL.] official seal this 24th day of August, 1867.

N. CALLAN,
Notary Public.

Letter marked "D" referred to in Interrogatory 647, p. 143,
printed evidence. (*Supra.*)

FORT VANCOUVER, W. T., May 9, 1855.

The Hon. JAMES TILTON,

Surveyor General of Washington Territory, Olympia.

SIR: I have to acknowledge receipt on the 4th inst. of your letter of the 28th April, requesting that a map or authoritative statement of the claim or claims to land of the Hudson's Bay Company on the Columbia river, near Fort Vancouver, should be handed to you, and further stating that you had been instructed to cause the lines of public surveys to be extended up to the actual settlements of the British claimants, according to the limits of the same at the date of the treaty of 1846.

In reply, I beg most respectfully to mention that I am unable to furnish you with the statement you require, as I do not consider myself at liberty to define any precise limits to the claims of the Company, not having authority to that effect from the Governor and committee of the Hudson's Bay Company in London, without which any opinion of mine would not be binding on the Company.

I take the liberty of calling your attention to the following extract from Chief Factor Ballenden's letter of 30th July, 1852, to Surveyor General Preston, of Oregon Territory, and I have to request that no surveys be made or claims granted within the limits granted by Mr. Ballenden :

"There is, however, a certain tract of country in the neighborhood of Vancouver, which was for a long period (*and if our rights were respected still ought to be*) in the sole possession and occupation of the Hudson's Bay Company, within those limits I must respectfully request that no surveys be made, or claims granted to any person whatever, without the approbation of the Hudson's Bay Company. That tract to which I refer commences at a stake and tree, marked, on the north bank of the Columbia river, about two miles west of Willow Point; thence running northerly along the slough until it meets the outlet

of the Lake River; thence following the meanders (easterly) of the said river to the large lake, $19\frac{1}{4}$ miles, passing on the north bank, until it strikes a small stream entering the lake on northeast side; thence running E. 15° S., $6\frac{1}{2}$ miles, to a stake marked between the Third and Fourth Plains in a swamp; thence E. 22° S., $4\frac{1}{2}$ miles, to the Camas Plain, to a stake marked; thence south $3\frac{1}{4}$ miles to the Columbia river; thence following the meanders of said river to the place of beginning. Also, one small island south of Vancouver on the Columbia river."

Most respectfully, I am, sir, your obedient servant,

DUGALD MACTAVISH,

Chief Factor Hudson's Bay Company.

BRITISH AND AMERICAN JOINT COMMISSION

ON THE

HUDSON'S BAY AND PUGET'S SOUND AGRICULTURAL COMPANIES' CLAIMS.

In the matter of the Claims of the Hudson's Bay Company and Puget's Sound Agricultural Company.

It is agreed by and between Dr. Wm. F. Tolmie, agent of the Hudson's Bay Company, and W. Carey Johnson, attorney and agent of the United States, that upon an examination and inspection of the archives and books of the Company remaining at Victoria, Vancouver Island, the present headquarters of the Columbia district, made between the 9th and 18th days of April, A. D., 1867, with reference to the points suggested in the memorandum of Judge Day, senior counsel of the Hudson's Bay Company, a copy of which is hereto annexed, marked "A," the following results were arrived at:

1. As to subdivision "1" of said memorandum, no such detailed inventory and valuation is within the knowledge of the Company's agents at Victoria, nor can any such be found after due and diligent search.

2. No statement with reference to the lands at Cowlitz and Nisqually has been found in the books of either Company at Victoria, after diligent search; the only item charged against the Puget's Sound Agricultural Company which can be found, aside from the wages of servants furnished, and the usual supplies of merchandise, &c., being £258 for sheep at the Cowlitz grazing farm in 1840.

3. Nothing casting any light upon the subject named in this subdivision has been found after diligent search.

4. It is evident from an examination of the books that no account was kept of the cost of erecting and repairing posts, the only accounts returned from the districts and posts being

servants' wages, and the goods expended for labor and trade, which were set off against the furs returned, and the profit for the year thus arrived at.

5. Statement "B," hereto annexed, shows the net gain of the Hudson's Bay Company at the posts named in the memorial during the years mentioned in this subdivision. It has been impossible to classify the trade, except at Vancouver; but, as throwing some light on this subject, statement marked "C" is hereto annexed, showing the amount and value of furs traded at these posts during the years named. It is necessary and proper to state in this connection that the post at Okanagan was, until about 1848, included in the district of Thompson's river, which lay principally north of the 49th parallel of north latitude. After that time it was included in the Colvile district. The value of furs traded in Thompson's River district for the years 1840 to 1847, inclusive, was as follows: For 1840, £1,182 6s. 8d.; for 1841, £1,154 4s. 11d.; for 1842, £1,419 0s. 7d.; for 1843, £1,157 18s. 6d.; for 1844, £1,453 8s. 0d.; for 1855, £1,531 6s. 5d.; for 1856, £1,873 5s. 6d.; for 1847, £1,502 9s. 0d. The separate trade of Okanagan cannot be determined from the books found.

The statement under the head of Vancouver includes the posts of, Caweeman, at the mouth of the Cowlitz river, Fort George or Astoria, Cape Disappointment, Pillar Rock, Champoeg, and Umpqua. The Willamette Falls, appearing in the accounts, was a trading-post at Oregon City, principally for settlers in the Willamette Valley, the goods for which were ordered and supplied from Vancouver as they were needed. The statement under the head of Colvile includes the posts at Kootenais, and Flat-Heads, and Okanagan, after 1847; and that under the head of the "Snake Country" includes Forts Hall and Boisé, this being the mode in which the Company's accounts were kept from year to year, by districts. The "Southern Party" was fitted out at Vancouver to trap on the shores, south and east of Umpqua, but was discontinued after 1843. Goods on hand at all these posts were valued at a uniform advance of $33\frac{1}{3}$ per cent. over first cost in Europe. No accounts current of the Puget's Sound Agricultural Company

have been found from which to determine the annual profits of its business during the years mentioned.

W. F. TOLMIE,

Agent for the Hudson's Bay and Puget's Sound Agr'l Co.

W. CAREY JOHNSON,

Attorney and Agent of the United States.

VICTORIA, B. C., *April 18, 1867.*

[A.]

Memorandum of points on which the books of account and documents at Victoria may, by consent, be examined by the counsel of the United States.

1. Detailed inventory and valuation of the several properties of the Hudson's Bay and Puget's Sound Agricultural Companies.

2. Inventory cost at which the lands at Nisqually and Cowlitz were transferred by the Hudson's Bay Company to the Puget's Sound Agricultural Company.

3. Actual purchase money paid by the Hudson's Bay Company for Fort Hall.

4. Actual cost of the several posts of the Hudson's Bay Company and of the establishments of the Puget's Sound Agricultural Company, and of the structures which they comprehend.

5. Annual trading profits of each of the Companies in Oregon, classified according to their nature, for the ten years concluding with 1850.

[B.]

Stations.	1840.	1841.	1842.	1843.	1844.	1845.	1846.	1847.	1848.	1849.	1850.
Vancouver Depot.....	£ s. d. 1,425 6 11	£ s. d. 816 18 9	£ s. d. *1,213 3 1	£ s. d. 1,372 12 5	£ s. d. *2,658 8 4	£ s. d. 1,314 4 7	£ s. d. 4,445 12 3	£ s. d. 2,383 18 9	£ s. d. 5,244 2 11	£ s. d. 10,416 10 2	£ s. d. 204 4 4
Sale-Shop	2,653 6 8	8,027 14 4	3,838 2 6	2,977 19 1	3,493 16 1	6,739 2 0	3,757 16 11	4,246 11 1	14,902 10 1	10,416 10 2	1,938 6 2
Indian Trade.....	1,499 3 9	1,884 16 1	1,186 16 10	2,169 12 2	1,354 9 4	1,262 4 6	1,513 14 10	1,196 2 8	8,119 14 4	1,938 6 2	1,922 16 2
Fort Colville.....	2,194 14 6	2,470 0 4	2,353 7 0	2,617 4 9	2,707 2 11	2,712 2 6	3,859 7 2	2,507 18 2	2,103 1 8	1,922 16 2	194 1 0
Fort Nez Perces.....	678 5 4	799 17 8	1,140 14 0	839 5 8	978 5 6	840 12 0	1,074 2 1	*111 15 10	344 6 7	719 9 8	1,069 19 10
Snake Country.....	1,783 2 2	1,389 17 0	2,405 12 8	798 13 11	994 18 7	1,088 3 10	991 2 2	.....	.....	.....	.....
Southern Party.....	1,408 14 11	475 18 1	.....	.....	.....	.....	.....	.....	.....	.....	.....
Willamette Falls.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Net gain.....	11,642 14 8	10,865 2 3	9,743 7 10	9,218 8 0	9,613 15 3	16,715 18 10	18,402 0 10	18,275 5 0	33,187 2 10	17,551 14 11	.....

Note.—The figures marked with an asterisk (*) indicate loss.

Statement of Furs traded at the different posts of the Hudson's Bay Company, named in their memorial, taken from the books at Victoria, the posts being districted as in the preceding statement of the annual profits or losses, beginning with the year 1840 and ending with the year A. D. 1850.

1840.

	Badgers.	Bears.	Beavers.	Castorum.	Fishers.	Koxes.	Lynx.	Martens.	Mink.	Muskrat.	Land Otter.	Sea Otter.	Raccoons.	Wolves.	Tallow.	Ox Hides.	Whalbone.	Ox Horns.	VALUE.			
																			£.	s. d.		
Vancouver.....	.....	46	1,912	.....	23	41	6	3	78	176	559	18	10	27	15,950	.....	.....	.....	3,241	0	8
Colville.....	184	261	1,523	55	302	77	582	334	250	3,990	219	.....	24	166	.....	.....	.....	.....	3,080	13	0
Nez Percés.....	88	72	444	4½	0	45	43	2	32	1,105	52	.....	30	252	.....	.....	.....	.....	956	12	5
Snake Party.....	.....	32	2,080	72	6	53	72	48	29	493	129	.....	8	15	.....	.....	.....	.....	8,547	14	3
Southern Party.....	.....	.....	1,592	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	2,247	15	8
																				£13,079	10	0

1841.

Vancouver.....	.....	47	1,787	36	4	15	23	9	77	284	702	18	36	11	.....	.....	.....	.....	3,529	15	0
Colville.....	267	216	1,412	44	237	94	237	202	405	7,111	200	.....	54	201	.....	.....	.....	.....	3,342	2	3
Nez Percés.....	7	127	396	136	10	15	55	4	43	1,383	136	.....	82	143	.....	.....	.....	.....	1,112	2	8
Snake Party.....	3	7	2,595	62½	4	21	112	8	43	318	295	.....	2	20	.....	.....	.....	.....	8,708	6	3
Southern Party.....	.....	.....	767	.....	.....	.....	.....	.....	.....	.....	587	.....	.....	.....	.....	.....	.....	.....	1,612	14	0
																				£13,203	1	5

Statements of Furs, &c.—Continued.

1842.

	Badgers.	Bears.	Beaver.	Castorium.	Fishers.	Foxes.	Isinglass.	Lynx.	Martens.	Mink.	Muskrat.	Land Otter.	Sea Otter.	Raccoon.	Wolves.	Tallow.	Ox Hides.	Whalebone.	Ox Horns.	VALUE.				
																				£.	s. d.			
Vancouver.....	41	1,662	9	10	24	56	19	2	28	415	590	26	65	10	25	.....	.....	.....	.....	.....	3,108	16	1
Colville.....	243	304	65	206	68	.....	65	420	146	0,608	190	35	101	308	.....	.....	.....	.....	.....	.....	8,429	8	3
Nez Percés.....	82	169	470	27	86	.....	50	2	36	1,603	145	.....	108	846	.....	.....	.....	.....	.....	.....	1,557	3	0
Snake Party.....	10	38	117	7	63	.....	114	17	98	1,240	287	.....	16	54	.....	.....	.....	.....	.....	.....	8,916	18	6
Southern Party.....	.....	640	.....	.....	.....	.....	.....	.....	20	.....	173	.....	60	.....	.....	.....	.....	.....	.....	.....	980	10	0
																						£13,083	4	10

1843.

Vancouver.....	12	47	2,113	4½	11	38	43	6	64	1,160	833	34	176	85	.....	.....	.....	.....	.....	.....	4,207	9	3
Colville.....	182	392	1,055	51	229	94	45	796	288	7,491	186	.....	22	323	.....	.....	.....	.....	.....	.....	3,351	4	2
Nez Percés.....	85	149	481	30	70	.....	60	5	91	2,043	187	.....	97	1,020	.....	.....	.....	.....	.....	.....	1,646	15	0
Snake Party.....	30	90	1,228	62	7	76	91	21	93	725	267	.....	7	71	.....	.....	.....	.....	.....	.....	2,283	1	2
Southern Party.....	.....	765	.....	.....	.....	.....	.....	.....	.....	.....	121	.....	.....	.....	.....	.....	.....	.....	.....	.....	1,197	1	8
																						£12,655	12	0

1844.

Vancouver.....	6	71	1,791	12	15	77	37	25	51	553	672	34	74	14	.....	.....	.....	.....	.....	.....	8,060	13	0
Colville.....	113	664	814	17	295	86	24	1,269	280	5,973	220	.....	59	175	.....	.....	.....	.....	.....	.....	3,761	14	3
Nez Percés.....	29	211	273	29	24	62	10	7	33	1,323	158	.....	45	405	.....	.....	.....	.....	.....	.....	1,251	18	4
Snake Party.....	23	96	1,010	29	0	72	70	44	183	888	218	.....	2	92	.....	.....	.....	.....	.....	.....	1,073	10	10
																						£10,647	5	6

Statement of Furs, &c.—Continued.

1849.

	Badgers.	Bears.	Beaver.	Castorium.	Fishers.	Foxes.	Isinglass.	Lynx.	Marten.	Mink.	Muskrat.	Land Otter.	Sea Otter.	Raccoon.	Wolves.	Tallow.	Ox Hides.	Whalbone.	Ox Horns.	VALUE.	
Vancouver.....	23	439	.....	.....	1	13	10	8	.....	4	.....	180	30	190	6	.....	.....	.....	.....	645 7 10
Colville.....	63	689	562	20	411	288	.....	360	1,054	187	4,237	174	.....	54	610	.....	.....	.....	.....	8,476 8 11
Nez Percés.....	4	124	.....	.....	4	40	.....	14	8	10	167	53	.....	39	217	.....	.....	.....	.....	252 6 0
Snake Party.....	6	84	143	2	8	328	.....	129	57	90	607	127	.....	7	203	.....	.....	.....	.....	681 8 7
																					£5,064 10 10

196

1850.

Vancouver.....	3	43	597	1	2	32	13	3	22	3	146	286	36	50	20	.....	.....	.....	.....	883 10 0
Colville.....	34	686	438	20	351	176	.....	337	1,085	128	5,502	127	.....	20	390	.....	.....	.....	.....	2,966 6 8
Nez Percés.....	.....	31	97	.....	3	21	.....	5	21	6	169	28	.....	16	38	.....	.....	.....	.....	160 5 1
Snake Party.....	6	43	33	3	9	143	.....	83	31	120	576	181	.....	5	107	.....	.....	.....	.....	486 7 2
																					£4,401 18 8

The value of the furs in the foregoing table is estimated in the country before shipment, and does not determine the prices realized in London, when actually sold.

Statement of Employés of the Hudson's Bay Company at the Posts described in Memorial during the year 1846, with their Wages.

STATION.	POUNDS STERLING PER ANNUM.																	
	£8	12	16	17	20	22	23	24	25	27	30	35	36	50	40	75	100	150
Vancouver	1	.....	.....	13	1	8	.....	.....	.....	.....	2	1	1	.....	2	.....	1	.....
Champoeg.....	2	1	6	70	5	10	.....	.....	.....	40	7	2	1	2	1	2	2	1
Fort George .....	.....	.....	.....	.....	1	1	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Umpqua .....	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	.....	.....	.....
Colville .....	.....	1	6	7	1	5	.....	.....	2	2	3	.....	.....	.....	.....	.....	.....	.....
Nez Percés .....	.....	.....	.....	4	.....	.....	.....	.....	.....	2	1	.....	.....	.....	.....	.....	.....	.....
Snake Country .....	.....	.....	.....	9	.....	.....	.....	.....	.....	6	.....	.....	.....	.....	.....	.....	.....	.....
Willamette Falls .....	.....	.....	1	.....	.....	.....	.....	.....	1	.....	.....	.....	.....	.....	.....	.....	.....	.....
Nisqually .....	.....	.....	.....	8	.....	1	.....	.....	.....	2	.....	.....	.....	.....	.....	.....	.....	.....
Goers and Comers.....	.....	.....	.....	5	.....	.....	.....	.....	.....	3	.....	.....	.....	.....	.....	.....	.....	.....
Cowlitz Farm.....	.....	.....	.....	12	.....	1	.....	.....	.....	8	.....	.....	.....	.....	1	1	.....	.....
	3	2	14	133	8	26	1	1	11	71	15	3	2	3	4	4	6	2

Total 309
 To which add—
 Chief factors 3 } Paid by profits—no stated salary 6
 Chief traders 3 }

 315

CLASSIFICATION OF THE FOREGOING.

Chief factors.....	3	Indian traders.....	5
Chief traders.....	3	Shepherds.....	2
Clerks and surgeons.....	2	Horsekeeper.....	1
Clerks.....	9	Baker.....	1
Apprenticed clerks.....	3	Cook.....	1
Postmasters and apprentices.....	6	Ship carpenters.....	2
Farmers and gardeners.....	3	Millers and millrights.....	3
Dairymen.....	4	Guides and interpreters.....	7
Blacksmiths.....	5	Boatbuilders.....	2
Coopers.....	6	Laborers.....	232
Carpenters and apprentices.....	7	Teacher.....	1
Sawyers.....	2	Seamen.....	2
Steward.....	1		
Seedsman.....	2		
			315

[Copy No. 2.]

BRITISH AND AMERICAN JOINT COMMISSION ON HUDSON'S BAY
AND PUGET'S SOUND AGRICULTURAL COMPANY'S CLAIMS.

In the matter of the Claims of the Hudson's Bay Company.

VICTORIA, V. I., April 11, 1867.

DEAR SIR: In addition to the points noted for examination in the memorandum of Judge Day, enclosed in the letter of Dr. H. A. Tuzo, of date of January 11, 1867,* I am instructed by Gen. Cushing, senior counsel for the United States, respectfully to request as follows:

1. That you submit for my examination all the documents and correspondence, printed or otherwise, now in possession of the Company at Victoria, relating to the sale and transfer of either the stock or property of the Hudson's Bay Company in 1863. At or about that time it is alleged that the holders of the original stock, as it has existed for many years, sold the entire property of the Company in Europe and America, including the claim against the United States now under examination, to a new association of individuals, through the agency of the "International Credit Association;" and that at that time the capital stock of the Hudson's Bay Company was increased from half a million to two millions pounds sterling. All documents and correspondence you have relating to or throwing light upon that transaction, or to any sale of the Company's property or stock, I desire to examine.

2. That you submit for my examination all the documents, correspondence, and papers in the possession of the Hudson's Bay Company at Victoria, relating to the claims of the Hudson's Bay Company to lands on Vancouver's Island and in British Columbia, as dealt with by the Government of Great Britain. This is supposed to include grants of lands and posts in fee, and also a grant or grants in trust for the repayment of moneys expended at an early day by the Company in the government of the colonies referred to above.

3. I have further respectfully to request that the inquiry

* Vide Supra A.

relating to the annual profits of the Hudson's Bay Company's posts, referred to in subdivision five of Judge Day's memorandum, be extended also over the years from 1850 to and including 1862, or to such time as each particular post was abandoned by the Company or ceased to be used by them for the purposes of trade. If any result pertinent to the subject of the Company's claim is to be reached by an examination under this head after 1846, it would not present a fair view to the Commissioners unless extended to the time of the treaty of 1863, under which they are acting.

Hoping at an early day to receive a favorable reply to these requests, I am, dear sir, very respectfully, your obedient servant,

W. CAREY JOHNSON,
Attorney, &c.

Dr. W. F. TOLMIE,
Agent, &c.

[Copy No. 3.]

BRITISH AND AMERICAN JOINT COMMISSION ON HUDSON'S BAY
AND PUGET'S SOUND AGRICULTURAL COMPANY'S CLAIMS.

*In the matter of the Claim of the Puget's Sound Agricultural
Company.*

VICTORIA, V. I., April 11, 1867.

DEAR SIR: Referring to the memorandum of Judge Day, a copy of which was enclosed to me in letter of Dr. H. A. Tuzo, of January 11, 1867, I have the honor respectfully to request that the examination of the Puget's Sound Agricultural Company's books upon the point referred to in subdivision five of Judge Day's memorandum be extended over the years after 1850, to and including the year 1862, for the reasons given in

my letter of this date relating to the claim of the Hudson's Bay Company.

Hoping for favorable answer, I am, dear sir, your obedient servant,

W. CAREY JOHNSON,
Attorney, &c.

Dr. W. F. TOLMIE,
Agent, &c.

BRITISH AND AMERICAN JOINT COMMISSION ON HUDSON'S BAY
AND PUGET'S SOUND AGRICULTURAL COMPANY'S CLAIMS,

*In the matter of the Claims of the Hudson's Bay and Puget's
Sound Agricultural Companies.*

VICTORIA, B. C., *April 15, 1867.*

DEAR SIR: I have to acknowledge receipt of your letter dated Victoria, April 11, 1867, applying, as you therein state, by direction of Mr. Cushing, for access to books, and information on various points, far beyond what, under my only instructions on the subject from Mr. Day—of which you have received a copy—I conceive myself authorized to furnish. I regret, therefore, that I cannot now comply with your request; but I shall immediately apply to Mr. Day for instructions on the subject of your application. Very likely much of the information you desire will appear in documentary evidence to be presented by the counsel for the Hudson's Bay Company.

I have the honor to be, dear sir, very respectfully, yours, &c.,

W. F. TOLMIE,
Agent for the H. B. and P. S. A. Companies.

WM. CAREY JOHNSON, Esq.,
Attorney and Agent for the United States.



DOCUMENTARY EVIDENCE.

15 B



DOCUMENTARY EVIDENCE.

BRITISH AND AMERICAN JOINT COMMISSION ON HUDSON'S BAY AND PUGET'S SOUND AGRICULTURAL COMPANIES' CLAIMS.

THE UNITED STATES produce in defence the documents and printed and written papers specified in the following lists:

LIST A.

Documents affecting the claims of both Companies.

LIST B.

Documents affecting the case of the Puget's Sound Agricultural Company.

LIST C.

Documents affecting the case of the Hudson's Bay Company.

[A.]

MIXED.

- 1.—Report of Governor Stevens, of Washington Territory, relative to the claim of the Hudson's Bay Company and Puget's Sound Agricultural Company, in Oregon and Washington, dated June 21, 1854. Docts., 33d Cong., 2d Sess., Senate, Ex., No. 37.
- 2.—Letter of Sir George Simpson concerning the claims of the Hudson's Bay and Puget's Sound Agricultural Companies, dated January 14, 1848. Docts., 31st Cong., 2d Sess., Senate, Ex., No. 20, p. 4.
- 3.—Letter of Sir John H. Pelly to Mr. Clayton, dated June 29, 1849. Docts., 31st Cong., 2d Sess., Senate, Ex., No. 20, p. 20.
- 4.—Memorandum of Sir George Simpson with reference to the Hudson's Bay and Puget's Sound Companies' possessory rights in Oregon, dated December 3, 1852. MS.
- 5.—Correspondence relative to surveying the land claimed by the Hudson's Bay and Puget's Sound Agricultural Companies, dated January 24, 1856. Docts., Council Washington Territory.
- 6.—Report of the Commissioner of Public Lands of the United States on the claims of the Hudson's Bay and Puget's Sound Agricultural Companies, dated January 2, 1865. MS.
- 7.—Letter of Lord Napier to Mr. Cass, dated May 16, 1858. MS.
- 8.—Letter of Mr. Cass to Lord Lyons, dated June 7, 1860. MS.

- 9.—Letter of Lord Lyons to Mr. Cass, dated June 8, 1860. MS.
- 10.—Letter of Mr. Cass to Lord Lyons, dated November 26, 1860. MS.
- 11.—Letter of Lord Lyons to Mr. Cass, dated December 10, 1860. MS.
- 12.—Despatches of Sir E. B. Lytton to Governor Douglas, dated July 16, 1858, (two,) July 31, 1858, and August 14, 1858, (two.) Parliamentary Papers, in British Columbia, Pt. 1, pp. 42, 43, 44, 47, 49.

[B.]

CASE OF THE PUGET'S SOUND COMPANY.

- 1.—Report of James Tilton, Surveyor General of Washington Territory, on the Claims of the Puget's Sound Agricultural Company, dated December 8, 1857. MS.
- 2.—Land Claims of Pierre Lagace, and others, in Washington Territory. MS.
- 3.—Report of Lt. E. J. Harvie respecting Claims of Puget's Sound Agricultural Company, dated July 26, 1859. MS.
- 4.—The Puget's Sound Agricultural Company against the county of Pierce, Transcript, Supreme Court of the United States.

[C.]

CASE OF THE HUDSON'S BAY COMPANY.

- 1.—Mr. Brown's Report to the Governor General of Canada, dated January 26, 1865.

- 2.—Extract from "Report of the Delegates to England," dated July 12, 1865.
- 3.—Extract from Captain Palliser's Exploration in British North America. Parliamentary Papers, 1863, p. 155.
- 4.—Despatch of Governor Douglas to Sir E. B. Lytton, dated February 4, 1849. Parliamentary Papers on British Columbia, Pt. 2, pp. 44 and 45; and reply of Sir E. B. Lytton, dated February 8, 1859. Ibid, p. 79.
- 5.—Report of Captain Ingalls on Military Reservation in Oregon, dated July 16, 1852. MS.
- 6.—Extracts from Major Cross's Report of March to Oregon, contained in Annual Report of the Quartermaster General of the United States of June 30, 1850.
- 7.—Extract from Decisions of the Commissioner of Claims under the Convention of February 8, 1853, between the United States and Great Britain, p. 164.
- 8.—Extract from Report of Captain M. E. Van Buren concerning Cape Disappointment, dated May 30, 1850. MS.
- 9.—Correspondence of Colonel W. W. Loring, and others, respecting the Military Reservation at Fort Vancouver, 1850-1853. MS.
- 10.—Land Claims of James Douglas, and others, in the vicinity of Vancouver. MS.
- 11.—Claim of Hudson's Bay Company, growing out of Indian Hostilities, filed in the Third Auditor's Office, Treasury Department of the United States. MS.

A-1.

33D CONGRESS, }
2d Session. }

SENATE.

{ Ex. Doc.
No. 37.

LETTER

FROM

THE SECRETARY OF STATE,

TO THE

Chairman of the Committee on Foreign Relations, communicating the report of Governor Stevens, of Washington Territory, to the Department of State, of June 21, 1854, relative to the property of the Hudson's Bay and Puget's Sound Company in that Territory.

FEBRUARY 7, 1855.—Read and ordered to be printed.

DEPARTMENT OF STATE,

Washington, February 7, 1855.

SIR: I have the honor to acknowledge the receipt of your letter of yesterday; and, in compliance with the request therein contained, transmit a copy for the printer of the report of Governor Stevens, of Washington Territory, to this department, of the 21st June last, relative to the property of the Hudson's Bay and Puget's Sound Company in that Territory.

I have the honor to be, very respectfully, your obedient servant,

W. L. MARCY.

Hon. JAMES M. MASON,

Chairman of the Committee on Foreign Relations, Senate.

Governor Stevens to Mr. Marcy.

WASHINGTON, *June 21, 1854.*

SIR: In pursuance of your instructions of June 3, 1853, directing me to furnish a statement of the property of all

descriptions within the Territory of Washington, as well as in Oregon, claimed by the Hudson's Bay Company and the Puget's Sound Agricultural Company, and to present a fair estimate of its value, I have the honor to submit the following report:

Upon examining the subject committed to me for my views, I at once perceived that a broad difference would exist between the Government of the United States and the Companies in question, as to the value and extent of their rights and possessions. Claims of a most extravagant character have been set up by these Companies, in view of propositions which have been made to the Government of the United States to acquire by purchase and extinguish all the rights and claims of the Hudson's Bay Company and the Puget's Sound Agricultural Company within the territory of the United States, whether secured by treaty or otherwise, legally acquired and held by these Companies.

The claims of these Companies are presented in a pamphlet entitled "Extent and value of the possessory rights of the Hudson's Bay Company in Oregon, south of the forty-ninth degree," containing opinions of American and Canadian counsel.

In this pamphlet it is assumed that the possessory rights of the Hudson's Bay Company extend over the whole territory north of the Columbia river, and that in this territory, south of the forty-ninth degree of latitude, the United States have merely the sovereignty with a naked fee, encumbered with a right of occupation by the Hudson's Bay Company, which is valid until extinguished by transfer, and would bar ejectment. It is also assumed that the farms, lands, and other property of the Puget's Sound Agricultural Company, to the full extent of their claims, are fully confirmed by the 3d article of the treaty of 1846. The Hudson's Bay Company further maintain that the right of trading with the Indians is included among the possessory rights which are to be respected by the terms of treaty, and they declare that "it is in the utmost degree improbable that the high contracting parties, the framers of the treaty, ever contemplated denying the Company one of the most important rights it possessed."—(See letter of Mr. Tormie, chief trader of Hudson's Bay Company.)

The first point of inquiry is as to the validity of the claims thus asserted.

By the treaty of 1846, the territory south of the 49th degree of latitude was ceded to the United States, or rather it was determined that the right of sovereignty of this territory which had been claimed by both governments was in the United States. It will be acknowledged that if a territory is ceded by treaty, the right of the State ceding such territory, and the rights of individuals and corporations derived from such State, are wholly extinguished. The rights of individuals depend upon the State to which the cession is made. The obligation of the State receiving the cession does not extend beyond the express terms of the treaty. By the treaty of 1846 the Government of the United States pledged itself in future appropriations of the territory to respect the possessory rights of the Hudson's Bay Company, and of all the British subjects who may have been at the date of the treaty in the occupation of land or other property lawfully acquired within said territory, and also to confirm the farms, lands, and other property of every description belonging to the Puget's Sound Agricultural Company.

It is apparent that the Government of the United States simply pledged itself to continue the policy which it had invariably pursued, in its successive acquisitions of territory, towards the actual occupants of the soil. In the 9th article of the treaty of 1794 with Great Britain, it was agreed "that British subjects who now hold lands in territories of the United States shall continue to hold them according to the nature and tenures of their respective estates." In the treaty of cession by Spain to the United States, of East and West Florida, it was stipulated that previous grants of land by the Spanish government should be confirmed to the persons in *possession*. In the treaty for the cession of Louisiana by France, it was agreed by the United States that the private rights and interests of land should be secure, and the inhabitants protected in their property. By these treaties, and the acts of Congress founded upon them, the United States has acknowledged that certain rights of property were acquired by the actual occu-

pation and improvement of land before unappropriated from the public domain.

The terms of the treaty of 1846 clearly show that the United States had simply in view the continuance of its established policy towards the occupants of the soil. The rights to be respected were only territorial rights, for the treaty declares that in future *appropriations* of the territory the possessory rights, &c., are to be respected. These rights have relation only to the "*appropriation*" of territory. The occasion for respecting them does not arise until such appropriation is made.

Again, it is the *possessory* rights relating to our interfering with the appropriation of territory which are to be respected. The term "*possessory*" is either one of surplusage or limitation. If the former, which seems to be the view assumed by the Hudson's Bay Company and the counsel whose opinions are given in the pamphlet alluded to, the meaning of the provision is that *all the rights* which the Hudson's Bay Company possessed at the date of the treaty are to be respected. The effect of this construction would be to admit the right of the company to make laws, to have civil and criminal jurisdiction, and to have the exclusive right of trade; all which rights the company possessed under their charter at the date of the treaty. This provision, then, would invest the actual sovereignty of the country ceded, not in the United States, but in a foreign corporation.

As this construction is manifestly inconsistent with the purpose of the treaty, the term "*possessory*" must be one of limitation. The effect of this limitation is clearly determined by the context. The treaty provides in the same terms for respecting the possessory rights of the Hudson's Bay Company, and of all British subjects who may be in the occupation of land lawfully acquired. The precise language is—"In future appropriations of the territory south of the 49th parallel of north latitude, as provided in the first article of this treaty, the possessory rights of the Hudson's Bay Company and of all British subjects who may be already in the occupation of

land or other property lawfully acquired within the said territory shall be respected."

The Hudson's Bay Company stand on the same footing as all British subjects already in the occupation of land. The possessory rights of all are such as are derived from the *occupation* of the land, and are limited to them. If other corporations established by law, having similar possessory rights, had existed in the territory, the language of the treaty would obviously have been "the possessory rights of all British corporations and subjects who may be already in the occupation, &c., are to be respected." The express mention of the Hudson's Bay Company cannot be considered as establishing a distinction between its possessory rights and those of British subjects, derived from occupation in the absence of any language defining such a distinction. The plenipotentiaries on the part of Great Britain could not have been regardless of the interests or ignorant of the nature of the Hudson's Bay Company, and would not have failed to secure the vast rights now claimed by terms admitting of no doubtful interpretation, if such had been their purpose.

The circumstance that express provision is made in another article for securing the interests of the Puget's Sound Agricultural Company, cannot be regarded as indicating a distinction between the rights of these Companies, or between these Companies and individuals. As there is reason to believe that the Puget's Sound Agricultural Company is an informal association, and has no legal corporate existence, it seems to have been specially mentioned in the treaty for the purpose of securing its future recognition, notwithstanding the want of legal formality in its original institution.

In defining the possessory rights of the Hudson's Bay Company, the United States are to regard them in the same light as those of individuals who have actually occupied lands. It is clear that the possessory rights of such individuals would be limited to actual erections, enclosures, and lands cultivated and improved. These rights are held by mere occupancy. They vest no interest in the soil, and are lost the moment such occupancy is abandoned. It is admitted that an entry into

possession of a tract of land, under a deed containing specific metes and bounds, gives a *constructive* possession of the whole tract, if not in adverse possession, although there may be no fence or enclosure around the ambit of the tract, and an actual residence on only a part of it. But it is conceived that the term *occupation* has a more restricted meaning, and is applied to lands and property *actually used* and improved. It is in this sense that Blackstone and Locke use the term in treating of the mode in which titles to land were originally acquired.

When the established policy and nature of the Hudson's Bay Company are considered, it is apparent that to allow them to claim possessory rights over the whole country north of the Columbia river, and below the 49th parallel of latitude, would be inconsistent with the right recognized by the United States and all civilized nations to appropriate for purposes of settlement and agriculture territory occupied by unsettled and sparsely scattered hunters and fishermen. The profits of this Company have been derived principally from trading with the Indians and scattered voyagers and hunters, who have exchanged the products of the forests for their goods. It has been the policy of the Company to discourage agricultural emigrants, and to keep the greater portion of the territory a mere wilderness, or a vast preserve for game. Yattel has observed that the cultivation of the soil is an obligation imposed by nature upon mankind, and he and other writers upon natural law place but little value upon the territorial rights of people sparsely inhabiting vast regions, and drawing their subsistence chiefly from the forest. In this view it would be difficult to distinguish the territorial rights of this Company from those of the people fast disappearing before the steps of civilization on this continent.

In estimating the value of the possessory rights of the Hudson's Bay Company, it must be borne in mind that these rights, being simply those of occupancy and incapable of being transferred to purchasers, must terminate at the expiration of the term during which their privileges in the territory exist by their charters. The rights which the Hudson's Bay Company had in the territory lying between the Columbia river and the

forty-ninth parallel of north latitude, were not derived from their original charter, which gave them a perpetual grant of the following named territories, viz: "All those seas, straits, bays, rivers, lakes, creeks, and sounds, in whatever latitude they shall be, that lie within the entrance of the straits commonly called Hudson's Straits, together with all the lands, countries, and territories, upon the coasts and confines of the seas, straits, bays, lakes, rivers, creeks, and sounds aforesaid, which are not now actually possessed by any of our subjects, or by the subjects of any other Christian prince or State."

They occupied the land in the territory south of the forty-ninth parallel of latitude and north of the Columbia river, under the authority of a grant bearing date December 5, 1821, giving the Company "an exclusive right of trading in all such parts of North America to the northward and westward of lands and territories of the United States as do not form any part of our provinces of North America or the United States. This grant was given for a period of twenty-one years, at the end of which time it was renewed for a further period of twenty-one years. As the Crown has no power to renew the charter of a Company in the territory of the United States, and the Company cannot transfer rights of occupation, all the possessory rights of the Hudson's Bay Company will be extinguished in the year 1863. The question addresses itself to the liberality of the United States, whether a broad view of the spirit of the treaty may not render it expedient to disregard the limitations of the grant, and to concede to the Company the same perpetual rights as to individuals.

It is pretended that by the fourth article of the treaty of 1846, the lands and farms of the Puget's Sound Agricultural Company *are confirmed* to them to the full extent of their claims, and that this provision vests the absolute fee of such farms and land in the Company, subject only to the right of purchase by the United States. This view I conceive to be wholly inconsistent with the terms of the treaty.

The fourth article of the treaty is as follows: "The farms, lands, and other property of every description belonging to the Puget's Sound Agricultural Company, on the north side of the Columbia river, shall be confirmed to the said Com-

pany. In case, however, the situation of these farms and lands should be considered by the United States Government to be of public and political importance, and the United States Government should signify a desire to obtain possession of the whole or any part thereof, the property so required shall be transferred to the said Government at a proper valuation to be agreed upon by the parties."

In the case of *Foster & Elam vs. Neilson*, (2 Peters, 314,) the Supreme Court of the United States carefully considered the effect of a provision in the eighth article of the treaty with Spain of 1819, containing terms similar to those of the fourth article of the treaty of 1846. In this case, the Court say, "Whatever difference may exist respecting the effect of the ratification, in whatever sense it may be understood, we think that the sound construction of the eighth article will not enable this Court to apply its provisions to the present case. The words of the article are: 'All the grants of land made before January 24, 1818, by his Catholic majesty, &c., shall be ratified and confirmed to the persons in possession of the lands to the same extent that the same grants would be valid if the territories had remained under the dominion of his Catholic majesty.' Do these words act directly on the grants, so as to give validity to those not otherwise valid, or do they pledge the faith of the United States to pass acts which shall ratify and confirm them.

"A treaty is, in its nature, a contract between two nations. It does not generally effect, of itself, the object to be accomplished, especially so far as its operation is infra-territorial; but it is carried into execution by the sovereign power of the respective parties to the instrument.

"In the United States a different principle is established. Our Constitution declares a treaty to be the law of the land. It is consequently to be regarded in courts of justice as equivalent to an act of the legislature whenever it operates of itself without the aid of any legislative provision. But when the terms of the stipulation import a contract, when either of the parties engages to perform a particular act, the treaty addresses itself to the political, not to the judicial, department,

and the legislature must execute the contract before it can become a rule for the Court.

“The article under consideration does not declare that all the grants made by his Catholic majesty before the 24th of January, 1818, shall be valid to the same extent as if the ceded territories had remained under his dominion. It does not say that these grants are hereby confirmed. Had such been its language, it would have acted directly upon the subject, and would have repealed those acts of Congress which are repugnant to it; but its language is, that those grants shall be ratified and confirmed to the person in possession. This seems to be the language of contract, and, if it is, the ratification and confirmation which are promised must be the act of the legislature. Until such act is passed, the Court is not at liberty to disregard the existing laws on the subject.” The Court then proceed to refer to various acts of Congress, showing that Congress appear to have understood this article as understood by the Court.

Afterwards, in the case of the *United States vs. Perchman*, (7 Peters, p. 86,) in reviewing these words of the 8th article of the treaty of 1819, the Court held that the words used were words of present confirmation by the treaty where the land had been rightfully granted before the cession. In the case of *Garcia vs. Lee*, (12 Peters, 520,) the Court reviewed their opinion in the case of the *United States vs. Perchman*, and say: “This language was, however, applied by the Court, and intended to apply to grants made in a territory which belonged to Spain at the time of the grant. It was in relation to a grant of land in Florida which unquestionably belonged to Spain at the time the grant was made, and where the Spanish authorities had an undoubted right to grant until the cession of 1819. It is of such grants that the Court speak when they declare them to be confirmed and protected by the true construction of the treaty, and that they do not need the aid of an act of Congress to ratify and confirm the title of the purchaser.

“But they do not, in part of the last-mentioned case, apply this principle to grants made by Spain within the limits of

Louisiana in the territory which belonged to the United States according to the true boundary.”

This case is conclusive as to the point in question. The territory north of the Columbia river, beyond the forty-ninth parallel of latitude, had always been claimed by the United States. The treaty of 1846 determined that the true boundary was the forty-ninth parallel of north latitude, and that the territory south of that parallel belonged to the United States. The British authorities had no right to grant in that territory. The farms and lands of the Puget's Sound Agricultural Company, by the principle of these decisions, are not confirmed, and the “confirmation promised must be the act of the legislature.”

Both of the Companies referred to claim certain rights distinct from the lands actually occupied and improved by them, such as the right of felling timber in the forests, and the right of grazing large tracts of unenclosed pasture and prairie lands with immense herds of cattle and flocks of sheep.

The right of felling timber would seem to be limited to the right of estovers, as known in the common law, which would give them simply the right to use timber for fuel, for building, and farm purposes, on the lands actually improved or enclosed by them, and would give them no right to appropriate timber for sale or exportation.

Vast herds of cattle and flocks of sheep, claimed to belong to these Companies, which have become totally wild and unreclaimed, and are now as truly *feræ naturæ* as the native buffalo and deer, are suffered to roam over the territory, eating bare the pastures, and invading the fields of the settlers. It is clear that in using unappropriated lands for pasturage, these Companies should not have the exclusive use of such lands, and should be restricted to the right of common pasture known in the English common law, which would give them no exclusive privileges, and would restrict their cattle and sheep to the number actually *levant et couchant* upon the farms which they have enclosed and improved.

I have been guided by the views above presented in seeking information relative to the property of these Companies within

the Territories of Washington and Oregon, and in making an estimate of its value, and now proceed to give the statements and estimates demanded by your instructions.

These statements are mostly founded upon personal observation, as I have visited, myself, Fort Colville, Fort Walla-Walla, Fort Vancouver, the granary at the mouth of the Cowlitz, the Cowlitz Farms, and Fort Nisqually. The gentlemen connected with me in the recent exploration visited Fort Hall, the Flathead Post, and Fort Okanagan. The remaining posts and property, it will be observed, are inconsiderable in character and extent. I am indebted to Colonel Isaac N. Eby and George Gibbs, Esq., for valuable notes, descriptive of these possessions.

The principal establishment of the Hudson's Bay Company, within the territory of the United States, is Fort Vancouver, on the Columbia river. This is the parent establishment whence the others are supplied with goods.

The post is enclosed by a stockade of 200 by 175 yards, twelve feet in height, and is defended by bastions on the northwest and southeast angles, mounted with cannon. Within are the governor's house, two smaller buildings used by clerks, a range of dwellings for families, and five two-story warehouses, besides offices. Without there is a large warehouse, at present hired by the United States. These are all built of square logs, framed together. The buildings within the enclosure are old and considerably decayed, only the repairs necessary to keep them in tenantable order having of late years been expended. Outside the enclosure are about twenty cabins, occupied by servants, Kanakas, and Indians. These cabins are, with few exceptions, built of slabs. Most of them are untenanted and left to decay.

The lands in cultivation about Fort Vancouver, at the date of the treaty, did not exceed two hundred and fifty acres. Since that time many of the inclosures have been broken up, and lands formerly cultivated have become a waste.

Besides their broad claim to the whole territory, the Hudson's Bay Company make a particular claim to several tracts

in the vicinity of Fort Vancouver: first, the plain on which the fort and the United States barracks are situated, with a small plain behind it, making in all a tract of about four miles square. Adjoining this, above Fort Vancouver, they claim another tract, known as the "Mill claim," two and a half by three-quarter miles square. On this claim is a saw-mill, now in operation, which has been built since the treaty. A grist-mill was erected in 1836, but is now nearly worthless. A new mill frame was erected at this place in 1847, but has never been completed. At this mill there is a storehouse and miller's house, both built of logs with shingle roofs.

In the vicinity of these mills, at the date of the treaty, the Hudson's Bay Company had about two thousand acres of land under cultivation, with farm houses, barns, and outbuildings, Since that period the cultivated land and inclosures have been reduced to about a thousand acres, and the buildings have been left to decay.

These, as far as I could ascertain, embrace the whole of the improvements of the Company in the vicinity of Fort Vancouver, if we except a few sheep-pens, long since abandoned, which were at one time on the possessions below the fort.

I estimate the value of the erections and improvements, in and about Fort Vancouver, and those about the saw and grist-mill, including the mills, dwelling-houses, storehouses, farms, barns, &c., at the sum of fifty thousand dollars.

The business at this post has changed with the condition of the country since the treaty, and is now almost entirely mercantile and carried on with the settlers. Comparatively a small amount of Indian goods is now imported, that description of merchandise being sent to the posts in the British territory by way of Victoria. What trade with the Indians is carried on here is the ordinary retail trade of country stores, and for cash. The amount of the general business of the Company in this territory may be gathered from their imports during 1853.

These consisted of one cargo of assorted American goods from New York, and another, valued at about £19,000, from London, paying duties to the amount of nearly \$24,000. A

considerable portion of these were sold on commission at Portland, Oregon City, and other places in the Willamette Valley.

The next post above Vancouver is Fort Walla-Walla, on the Columbia river, below the entrance of the Snake. There are here three or four one-story adobe buildings, with offices, enclosed by a wall of the same material, some thirty-five yards on each side, having a bastion at one angle. It is almost wholly valueless, except as a station, where horses can be kept for the trains. There is, indeed, some trade with the Indians, chiefly in cash, but not enough to warrant the maintenance of the post for that purpose alone. The fort is in very indifferent repair, and the country in the immediate neighborhood a desert of drifting sand. The force at this post consists of a chief clerk, one interpreter, two traders, and six men, Canadians and Indians.

Some eighteen or twenty miles up the Walla-Walla river is a so-called farm, on which are two small hovels, each consisting of a single room, occupied by a servant and an Indian employed as herdsman. There was formerly a dam at this place for irrigation, but it is broken down. Five thousand dollars I consider a large estimate for the value of these two establishments.

Fort Colville, upon the Columbia, above Kettle Falls, is next in importance to Fort Vancouver, though far inferior to it in extent. It is situated on the second terrace at some distance back from the river, the lower terrace being in part flooded during the freshets. The buildings consist of a dwelling-house, three or four storehouses, and some smaller buildings, used as blacksmith shops, &c., all of one story, and constructed of squared logs. The whole was once surrounded by a stockade, forming a square of about seventy yards on each side. This has been removed, except on the north side, where it encloses a narrow yard containing offices. One bastion remains. About thirty yards in the rear of this square are the cattle yards, hay sheds, &c., enclosing a space of forty by sixty yards, roughly fenced in, and the sheds covered with bark. On the left of the front are seven huts, occupied by the lower employés of the company. They are of rude construction, and

much decayed. On the right of the square, in the rear, at a distance of a few hundred yards, are three more buildings, used for storing produce. At this post the barges used by the Company for the navigation of the Columbia river are built.

Besides the principal establishment, there is a cattle-post about nine miles distant, on the stream laid down as the Slaunte-us, and a grist-mill of one pair of stones, three miles off on the same stream. The latter is in good order. Here formerly the flour for the northern posts was ground from wheat raised on the Company's farms. The mill is still used by the farmers of the Colville Valley, and by the Spokane Indians, who bring here their wheat from a distance of seventy miles. The farm at this point was once pretty extensive, but only a small portion is cultivated at present.

Fort Colville was once the post of a chief factor, the highest officer in charge of a station, and here the annual accounts of the whole country were consolidated previous to transmission across the mountains. The present force consists only of a chief clerk, a trader, and about twenty Canadians and Iroquois Indians.

I estimate the value of Fort Colville and the mill, with the improvements, at twenty-five thousand dollars.

Below Fort Colville is Fort Okanagan, situated on a level plain on the right bank of the Columbia, a little above the mouth of the Okinakane river, and not far from the site of one of Mr. Astor's posts. The fort consists of three small houses, with a stockade. There were formerly some out-buildings, but they have been suffered to decay. There is no appearance here of trade, and no goods are on hand. A few furs only are taken, and the post does not probably pay its expenses.

Fort Kootenay, upon the great bend of the Flatbow river, and not far from the Flathead lake, is an inferior post, in charge of a Canadian as trader and postmaster, and one Canadian and a half-breed under him. There is also a post called the Flathead post, east of the Flathead lake, on one of its small tributaries. The three last named posts, in connection with the right of pasturage on Clarke's Fork, enjoyed by the

Company in common with the Indians, I estimate at five thousand dollars.

The above constitute all the posts of the Hudson's Bay Company, situated in Washington Territory, east of the Cascades, and north of the 46th degree.

There are in Oregon Territory and east of the mountains only two posts. Fort Hall, at the head of the Snake river, Bois , upon the same, nearly opposite the mouth of the Owyhee. The latter is merely a stopping place, occupied by a trader and a few Kanakas. The former is a more important one, from its opportunities for trade with the emigrants and with the Salt Lake. Lieutenant Mullan, who visited this post in the winter, found a chief clerk in charge, and the supplies limited; it is only a third rate post. Considering the favorable position of these two posts, I estimate them at fifteen thousand dollars.

West of the Cascades, in Oregon Territory, the principal post is Fort Umpqua, on the Umpqua river. This was destroyed by fire two or three years since.

The other possessions consist of a house and granary at Champoeg, on the Willamette; one acre of ground below the falls at Oregon city, purchased from an American; a farm of six hundred and forty acres, on Sauvie's island, at the mouth of the Willamette, with a house, dairy, and garden; the buildings about six years old. The old buildings at Astoria are of no value whatever.

I estimate the value of the last posts, lands, and improvements, at fifteen thousand dollars.

In Washington Territory, west of the Cascades, the only post of the Company of any importance is Fort Nisqually, on land claimed by the Puget's Sound Agricultural Company. It is situated at some distance from the water, on high, undulating prairie, and is a cluster of small buildings, of no great value, within a stockade. The trade here is principally with the settlers. Besides this, there is a granary and about five acres of land two miles above the mouth of the Cowlitz river—a tract of land on Cape Disappointment, occupied by an old servant, and a small store and lot of ground near Chinook.

Fort Nisqually will be estimated in connection with the property of the Puget's Sound Agricultural Company. The property at the mouth of the Cowlitz, on Cape Disappointment and near Chinook, I estimate at five thousand dollars.

With the exception of Fort Vancouver, it is believed that none of the posts above mentioned are worth maintaining for any other purpose than that of holding the property until a sale can be effected. The condition of the whole country is completely changed since they were established, the Company being now little else than general merchants. At all points of general importance, they meet with competition from our own citizens; and, whenever it will repay the enterprise, the same competition will follow them elsewhere.

I do not deem it important that the rights of the Company in the territory should be extinguished, on account of their undue or unfavorable influence upon the Indians. The relations of the Company with the Indians, though not less friendly, are far less intimate than they have been. Even the more distant tribes now frequent the towns; attracted partly by novelty and partly by the opportunities afforded for earning money by labor. Most of them comprehend that the influence of the Company has departed.

Although the Company, as traders, have endeavored to secure themselves every advantage, and although their action, in some cases has borne heavily upon the settlers, in every matter between a white man and an Indian, they have sustained the white, of whatever nation.

In this connection I deem it due to the Company to refer to an incident reflecting the highest credit upon an officer of the Company, which occurred during the winters of 1846-'47, and the particulars of which I have from Mr. Stanley, who was a personal witness of the transaction. The Cayuse Indians made an incursion upon the mission of Dr. Whitman on the Walla-Walla river; killed Dr. Whitman and his wife, and captured several women and children. A factor, one or two Catholic priests, and Mr. Stanley, since artist of the expedition which I commanded, were confined at Fort Walla-Walla by the hostility of the Indians. As soon as this event was known

at Fort Vancouver, Governor Ogden, the chief factor of the Company, immediately proceeded to Walla-Walla, and at the risk of his own life redeemed the captives with goods which he had carried with him for that purpose. For the expenditure on this occasion, it may be mentioned, the Company have never requested or received payment.

The Puget's Sound Agricultural Company claim a tract of land at what is called the Cowlitz Farms. The quantity of land claimed is eight thousand acres, more or less. According to the plat deposited at the Surveyor General's office, their tract contains only about three thousand acres. Some years back about fifteen hundred acres of land were under cultivation; but of late years the cultivation of land has been almost entirely abandoned. The fences have been allowed to go to decay; much of the hay even has not been cut. The land, however, is of excellent character, not being surpassed by any in the Territory. The improvements and land I estimate at twenty-five thousand dollars.

The Puget's Sound Agricultural Company claim from near the Nisqually to the Puyallup rivers, and from the shores of Puget's Sound to the dividing line of the Cascades, a tract of land some sixteen miles by fifty miles, containing some eight hundred square miles, much of which has never even been penetrated by a white man. This tract is claimed in consequence of being used as a range for cattle and sheep belonging to the Puget's Sound Agricultural Company. It is asserted that some five thousand cattle and sixteen thousand sheep roam at large on this tract. The number is not exactly known, and is probably much over-estimated. The sheep are said to be mostly under the charge of shepherds, but the great proportion of the cattle are now in a state of nature. These cattle and sheep have furnished important supplies to the settlements on Puget's Sound. The post is frequently visited by steamers belonging to the Hudson's Bay Company, which carry away supplies of cattle and sheep for Vancouver Island. The soil of this tract in the vicinity of Puget's Sound is inferior, but, judging from the developments made in other portions of the territory, much good land will be found near the mountain

slopes. Estimating the quantity of pasturage required for the number of sheep and cattle said to range on this tract, and throwing in favor of the Company the grave doubt whether they have not lost the ownership of the greater number of the cattle, I estimate this property at one hundred and fifty thousand dollars.

Recapitulation of possessions of the Hudson's Bay Company, and the Puget's Sound Agricultural Company, within the Territories of Washington and Oregon, and estimates of value.

Possessions of Hudson's Bay Company:

Fort Vancouver and mill,	\$50,000 00
Walla-Walla and vicinity,	5,000 00
Fort Colville, mill, and improvements,	25,000 00
Posts on Flatbow and Flathead rivers, and Fort Okanagan,	5,000 00
Fort Hall and Fort Boisé, in Oregon, east of the Cascades,	15,000 00
Fort Umpqua, and other property in Oregon, east of the Cascades,	15,000 00
Property at the mouth of the Cowlitz, on Cape Disappointment, and near Chinook,	5,000 00

Property of the Puget's Sound Agricultural Company in Washington Territory:

Fort Nisqually,	150,000 00
Cowlitz farms,	30,000 00
	<hr/>
	300,000 00
	<hr/> <hr/>

I have given the above valuation as the most which, in my opinion, the United States should pay for the purpose of extinguishing all the rights of these Companies within their territory. I have given in all cases a liberal estimate, and somewhat above that of the most experienced gentlemen I have consulted. No obligation or imperative necessity is imposed upon the United States to extinguish these rights or purchase

this property. But the United States are bound to take immediate steps for making the confirmations promised in the treaty of 1846. Commissioners should be appointed by an act of Congress, having powers and duties similar to those conferred in pursuance of like treaty provisions. The practice has been to assign this duty to Governors of Territories, who are presumed to be well fitted by their public position and their local knowledge and experience, or to appoint special commissioners. It is indispensable that confirmations should be made before a purchase is effected. The act known as the Donation Law of September 27, 1850, granted to every white settler or occupant of the public lands within the Territory of Oregon, being an American citizen, or having declared his intention to become a citizen, residing within the Territory on or before the first day of December, 1850, and who shall have resided upon and cultivated the land upon which he had settled for four consecutive years, the quantity of one-half section of three hundred and twenty acres of land, and if married within one year from the first day of December, 1850, one section of six hundred and forty acres, one-half to himself and the other half to his wife.

Many of the chief servants of the Hudson's Bay Company claim as individuals under this law the very tracts claimed by the Company. The tract upon which Fort Vancouver stands, to the extent of six hundred and forty acres, is claimed by a chief clerk of the Company residing at the fort. These claims have been made with a view of securing the lands to servants of the Hudson's Bay Company, even if the United States should extinguish by purchase the rights of the Company. It is important that the extent and boundaries of the lands of the Companies should be fixed by confirmation, in order that the Companies should be able to give a title to the United States which might bar the settlers' claims. The commissioners should be directed to make a fair estimate of the value of the possessions of the Companies, and report the same to Congress, as a basis for its action, in case a purchase should be deemed expedient.

It is hoped that this subject will receive the immediate atten-

tion of Congress, and that, while all the obligations of plighted faith are redeemed, the embarrassments which impede the settlement of this magnificent Territory may be speedily removed.

I have the honor to be, sir, respectfully, your obedient servant,

ISAAC I. STEVENS,
Governor of the Territory of Washington.

N. B.—I enclose copies of a letter from W. F. Tolmie, Esq., agent of the Puget's Sound Agricultural Company, dated December 27, 1853, protesting against the views presented in my circular letter of December 20, 1853, and of my answer thereto, dated January 9, 1854, in which those views are maintained. I have also received from Chief Factors Ogden and Mactavish a reply to my circular letter, as aforesaid, solemnly protesting against any invasion of their rights, and referring my letter to the superior officers of the Company for the necessary action. I regret that this letter was left at Olympia.

The accompanying report of Colonel Isaac N. Ebey, as to the value of Fort Vancouver and the Cowlitz farms, gives a lively picture of the conflicting character of claims to land at Fort Vancouver. His estimate of Fort Vancouver and its dependencies is \$32,000.

FORT NISQUALLY, *December 27, 1853.*

SIR: I have had the honor to receive your communication of the 20th instant, calling my attention to certain views entertained by the General Government of the United States as to the rights and privileges secured to the Hudson's Bay Company and the Puget's Sound Agricultural Company by the treaty ratified between Great Britain and the United States on the 5th of August, 1846.

With regard to what is set forth in your letter as to the possessory rights of the Hudson's Bay Company, I hereby solemnly protest against such views as almost entirely frittering away the very ample rights secured to said Company by the treaty of 1846, as understood by several of the highest legal authorities in the United States and British North

America. More especially do I protest against that view of the case which would go to deprive the Hudson's Bay Company of the right of trading with the Indians, and I conceive it in the utmost degree improbable that the high contracting parties—the framers of the treaty—ever contemplated denying the Company one of the most important rights it possessed. Had such been the intention of the distinguished men who settled the terms of the treaty, an exception would have been made as to trade with Indians in the article granting to the Hudson's Bay Company all the rights they possessed at the date of the treaty, and inasmuch as no such exception was then made, I contend that, according to acknowledged principles of international law, subsequent restrictions and limitations cannot justly be sustained.

Ever since the terms of the treaty between Great Britain and the United States, ratified August 5, 1846, became known in this part of the world, I have claimed, on behalf of the Puget's Sound Agricultural Company, the tract of country of which, as farms, lands, or otherwise as property, the said Company, by its agents, was in the sole and exclusive use and occupancy at the date of said treaty, and for a long time previously. I have claimed no land abandoned prior to the date of the treaty nor any primarily occupied subsequently.

While on this subject, I beg to call your attention to sundry encroachments on the Company's rights by American citizens who, chiefly since the year 1850, despite my written notifications that they were trespassing on the Company's lands, have settled on the prairies between the Nisqually and the Puyallup rivers, all which are included in the Puget's Sound Agricultural Company's claim.

The evils thence arising are manifold; in some instances our enclosed lands under cultivation have been taken possession of; more frequently the rails forming our sheep-folds and other enclosures have been appropriated by the settlers, who have enclosed and ploughed up all the best spots of pasture lands.

They prevent our shepherds from pasturing sheep near their farms, and it has long been a custom with several to shoot the

Company's cattle and even riding horses, when feeding near their houses and enclosures.

Another mischievous custom, pretty generally adopted, has been to hunt the Company's cattle into the woods with dogs whenever herds grazing used to approach a settler's fields.

In a considerable degree, owing to practices, our cattle have been rendered much wilder than they were in 1846, when we were in the habit of driving with ease cattle from the remotest corners of the pasture grounds into parks at this place.

In thus showing that the Puget's Sound Agricultural Company, have, for some years back, sustained great and increasing loss in consequence of the various encroachments above mentioned, I must in justice add, that several persons settled on the Company's lands have exhibited a consideration and forbearance highly creditable.

Doubtless the settlers have complaints to make of pastures eaten bare and fields invaded by the Company's live stock, but it must be borne in mind that the Company, by the stipulations of the Oregon boundary treaty, as well as by provisions of the land donation act in force in Washington Territory, has the prior and sole right still to the lands it has, by its agents, so long occupied.

I will endeavor, as soon as possible, to furnish you with a copy of the Company's articles of agreement, and can produce, whenever required, proof of all the foregoing statements relative to its affairs.

Submitting said statements to your impartial consideration, I have the honor to remain, sir, your very obedient servant,

WILLIAM FRAZER TOLMIE,

*C. F. Hudson's Bay Co., agent Puget's Sound Ag'l Co.,
Nisqually, Washington Territory.*

To his Excellency ISAAC I. STEVENS,

Governor of W. T. and Sup't of Indian Affairs.

OLYMPIA, WASHINGTON TERRITORY,

January 7, 1854.

SIR: In accordance with your request to me, dated December 12, 1853, I proceeded to Fort Vancouver, to inquire into

the nature and extent of the Hudson's Bay Company's possessions at Fort Vancouver, and the Puget's Sound Agricultural Company's possessions at the Cowlitz, and make the following report, to wit:

The extent of the Hudson's Bay Company's possessions at Fort Vancouver, at the date of the treaty between the United States and Great Britain, were certainly not greater than was claimed for them by Mr. Ballenden, chief factor of the Hudson's Bay Company at Fort Vancouver, in a communication addressed by that gentleman to the surveyor general of Oregon Territory, on July 30, 1852. This tract of country certainly embraces every acre of land upon which a possessory right to the land could be claimed. Within that boundary the Hudson's Bay Company have a stockade fort, on the inside of which are ten houses, eight of which were erected before the treaty of boundary between the United States and Great Britain, and two have been erected since. There are about twenty cabins built outside the enclosure, and a large warehouse near the bank of the river. The buildings on the inside the enclosure are so old, and the timbers and materials of which they are constructed so decayed, as to render them almost wholly valueless. The cabins on the outside the enclosures are, with few exceptions, built of slabs, and were erected by the servants of the Company for their own convenience; they are mostly old, dilapidated huts, most of them untenanted, and are left to decay.

The lands in cultivation about Fort Vancouver at the date of the treaty did not exceed two hundred and fifty acres; since that time many of the enclosures have been broken up, and lands once cultivated now all a waste. Above Fort Vancouver, and near the Columbia river, the Hudson's Bay Company have a grist and saw-mill. The grist-mill was erected in 1836, and is now worthless, or nearly so, the value of which is little if any more than old machinery. There was a new mill frame erected at this place in 1847, that has never been completed or put in operation. At this mill are some other improvements; there is a store house and miller's house; these houses are log houses with shingle roofs.

The saw-mill that is now in operation was built since the treaty.

In the vicinity of those mills, at the date of the treaty, the Hudson's Bay Company had about two thousand acres of land in cultivation, with farm-houses, barns, &c. Since that time the cultivating land and enclosures have been reduced to about one thousand acres, and the buildings left to dilapidature and decay. These, as far as I can ascertain, embrace the whole of the Hudson's Bay Company's improvements in the vicinity of Fort Vancouver, if we except a few sheep-pens that were at one time on the possessions below the fort. These have long since been abandoned.

I cannot estimate the value of the improvements in and about Fort Vancouver at more than the sum of twenty-five thousand dollars; the improvements about the saw and grist-mills, including the mills, dwelling-houses, storehouses, farms, barns, &c., at seven thousand dollars, making in all thirty-two thousand dollars.

To the second inquiry I would state, that in the vicinity of Fort Vancouver the possessions of the Hudson's Bay Company have not been increased since the date of the treaty.

To the third inquiry I would state, that I think a very considerable portion of the Hudson's Bay Company's [claims] at Fort Vancouver, held by them at the date of the treaty, have become obsolete by abandonment. At the date of the treaty and prior to that time all the country below Fort Vancouver was used by the Hudson's Bay Company as grazing grounds for their herds of cattle, sheep, horses, and hogs, with the necessary huts to shelter their shepherds and herdsmen. This section of country has been abandoned for this use or any other by the Company for years past.

Their possessions in the vicinity of the mill and Mill Plain have also, to a great extent, been abandoned. They have now a few head of cattle in that vicinity, driven from Fort Walla-Walla last summer.

To the fourth inquiry, as "to the nature and extent of claims of settlers under the donation act of the United States, approved September 27, 1850, upon lands claimed by said Companies," I would state that most of the lands that are valuable for agricultural operations, within the boundaries claimed by the

Hudson's Bay Company, are claimed and held by settlers under said act.

The claim of land upon which Fort Vancouver stands is at this time claimed by Bishop Blanchette, bishop of Nisqually, as a Catholic mission, by virtue of a provision in the act of Congress organizing Washington Territory, approved March 3, 1853. The bishop has notified the surveyor general of Oregon of his claim, embracing six hundred and forty acres. The same tract of land is claimed by James Graham, chief clerk to the Hudson's Bay Company at Fort Vancouver, to the amount of six hundred and forty acres. Mr. Graham is a naturalized citizen. There may be other claims upon this tract of land by citizens under the donation law; if so, I was unable to find them.

The county of Clarke has for a number of years claimed the right of pre-emption to one hundred and sixty acres of this tract of land, under authority of an act of Congress giving county seats the right of pre-emption to one hundred and sixty acres of land on lands belonging to the General Government. The authorities of Clarke county, I believe, have made sales of lots to individuals, on this tract of land, and received considerable sums of money for the same. Neither the authorities of the county nor individuals have made improvements on the same.

Over all these claims, the United States have made a military reservation of six hundred and forty acres, embracing most of the land claimed by the conflicting claimants.

The land claim immediately above, and joining the above tract, is claimed by Forbes Barclay, as a British subject. This tract embraces six hundred and forty acres. I could not learn that Mr. Barclay had ever resided on the land. Some years ago he was acting physician for the Hudson's Bay Company, at Fort Vancouver, but has for several years past, and now resides at Oregon city, Oregon Territory. I believe he made some improvements on this tract of land. The Hudson's Bay Company have the principal part of the cultivating lands at Fort Vancouver. On this claim they at present cultivate near two hundred acres of land on the same.

This same tract of land is claimed by a Mr. Ryan, a citizen of the United States, under the authority of the donation law. Mr. Ryan claims six hundred and forty acres; has a good farm house, and outhouses, &c. He has about thirty acres of land in cultivation.

The claim above this is a tract of six hundred and forty acres, claimed by Mr. Nye, who is an American citizen. The most of the improvements on this claim were made by a servant of the Hudson's Bay Company for himself. He sold the claim to Peter Skeen Ogden, Governor of the Hudson's Bay Company, who transferred the claim to Mr. Switzler. Switzler transferred the claim to Nye. Nye has made some improvements. On this claim there are some ten or twelve acres of land enclosed and cultivated; also, a house and barn.

Daniel Harvey claims, (a British subject,) under the treaty of boundary between the United States and Great Britain, a tract of land about four miles square, including the grist and saw-mills and the Mill Plain upon which is located the Hudson's Bay Company's farms. William F. Crate, who is now, and has been for some time, in the employ of the Hudson's Bay Company, is a naturalized citizen, and claims six hundred and forty acres of land, including the grist-mill, under the donation law. He has made no improvements. I believe, however, there are a house and barn, and about fifty acres in cultivation. Gabriel Barktroth claims six hundred and forty acres of land, under the donation law, including the Hudson's Bay Company's saw-mill. He is a citizen. A part of this claim is claimed by Mr. Maxon, who is an American citizen, and claims six hundred and forty acres of land. His dwelling-house is on the saw-mill claim. The balance of Mr. Maxon's claim is on the Camas Plain, on which the Hudson's Bay Company has had no improvements. On this plain a number of Americans have settled, among whom are Sam. Predstel, Thomas Fletcher, Levi Dothit, Mr. Shaw, John Predstel, Valentine Predstel, Jacob Predstel, and Daniel Ollis. These persons have very little improvements except their houses.

Peter Dunnington has the claim above Nye's on the river. His improvements consist of a house and about six acres in cultivation.

John Stringer's claim, on which are a house and barn, and about fifty acres in cultivation.

The widow and heirs of Daniel V. Short claim six hundred and forty acres. On this claim there is a good farm-house and about fifty acres in cultivation. This claim was taken in 1847.

George Maleek, an American citizen, claims six hundred and forty acres under the donation law. His improvements consist of a dwelling-house and about thirty acres in cultivation.

Charles Prew, a naturalized citizen and late servant of the Hudson's Bay Company, claims the same. Prew took the claim in 1849. He quit the H. B. C.'s service in the year 1848.

Maleek took his claim in 1848, and left it, and returned to it again in 1851.

Mr. Prew also holds the same claim under a lease from the Hudson's Bay Company.

Francis Laframboise, a naturalized citizen, claims six hundred and forty acres under the donation law. His improvements consist of a house and barn, and about fifty acres of land in cultivation. Mr. Laframboise also holds as a lessee of the Hudson's Bay Company.

Abraham Roby claims six hundred and forty acres under the donation law. His improvements consist of a house and five acres of land in cultivation. Mr. Roby also holds as a lessee of the Hudson's Bay Company.

St. Andrew claims six hundred and forty acres of land under the donation law. His improvements consist of a house and five acres of land in cultivation. Mr. St. Andrew also holds as a lessee of the Hudson's Bay Company.

James Petram claims six hundred and forty acres of land under the donation law. His improvements consist of a good house and barn, and about fifty acres of land in cultivation. Mr. Petram also holds as a lessee of the Hudson's Bay Company.

Seepleawa claims three hundred and twenty acres as an American citizen. His improvements consist of a dwelling-house and five acres of land in cultivation.

Isaac E. Bell claims six hundred and forty acres of land

under the donation law. His improvements consist of a dwelling-house and five acres of land in cultivation. Mr. Bell is an American citizen.

John C. Allman claims six hundred and forty acres of land under the donation law. His improvements consist of a house and about twenty-five acres of land in cultivation.

This claim is also claimed by Edward Spencer, as a British subject. Mr. Spencer has no improvements, except the square of a log cabin without roof. Mr. S. has never resided on the land.

T. P. Dean and Malky claim each one hundred and sixty acres of land under the donation law. Their improvements consist of two houses and about ten acres of land in cultivation.

The above is claimed by the heirs of Foster, who claims as a British subject.

William H. Dillon claims six hundred and forty acres under the donation law. He is an American citizen, and his improvements consist of a house and about sixty acres in cultivation. The same land is claimed by a Canadian half-breed as a British subject.

David Sturgess claims six hundred and forty acres of land under the donation law. His improvements consist of a house and thirty-five acres of land in cultivation. This land is also claimed by George Harvey, a British subject, residing at Vancouver Island. He superintended the salmon operations at this place for the Hudson's Bay Company.

The Company still continues to take and salt salmon at this place. The Company have no improvements at this fishery.

George Batty claims three hundred and twenty acres of land under the donation law. His improvements consist of a house and ten acres of land in cultivation.

James Bowers claims three hundred and twenty acres of land under the donation law. His improvements consist of a house and about ten acres in cultivation.

Mr. Linsey claims three hundred and twenty acres of land under the donation law. His improvements consist of three or four acres of land in cultivation, and a house.

John Dillon claims three hundred and twenty acres of land

under the donation law. His improvements consists of a house and five acres of land in cultivation.

Ira Patterson's claim is a part on the Hudson's Bay Company's claim. He claims three hundred and twenty acres of land under the donation law. His improvements are a house and twenty acres of land in cultivation.

Samuel Matthews claims three hundred and twenty acres of land under the donation law. His improvements consist of a house and thirty acres of land under cultivation.

Clark Short claims three hundred and twenty acres of land under the donation law. His improvements consist of a log dwelling-house.

Michael Trobb claims one hundred and sixty acres of land under the donation law. His improvements consist of a house.

John B. Lee claims one hundred and sixty acres of land under the donation law. Improvement, a house.

George Morrow claims one hundred and sixty acres of land under the donation law. His improvement is a house.

J. L. Myers claims three hundred and twenty acres of land under the donation law. His improvements consist of a house and thirty acres of land in cultivation.

George Weber claims three hundred and twenty acres of land under the donation law. His improvements consist of a house and eighty acres of land in cultivation.

Benjamin Olney claims three hundred and twenty acres of land under the donation law. His improvements consist of a house and thirty acres of land in cultivation.

Job Fisher claims one hundred and sixty acres of land under the donation law. His improvements consist of a house and twenty-five acres of land in cultivation.

William M. Simmons claims six hundred and forty acres of land under the donation law. His improvements consist of a house and forty acres of land under cultivation.

Alexander Davis claims one hundred and sixty acres of land under the donation law. His improvements consist of a house and thirty acres of land in cultivation.

Mr. Pambrun is living on Ryan's claim, as the lessee of Dr. Barclay, who claims as a British subject.

The improvements of the Hudson's Bay Company at the mouth of the Cowlitz consist of two large warehouses. These buildings were erected before the treaty, on the land claim of Seabault, who granted to the Hudson's Bay Company five acres of land of his claim. Since that time Seabault has sold out his claim to other parties. The buildings are of little value, as they stand on the bank of the Cowlitz river, where annual freshets are wearing the bank so much that the houses will tumble in the water. I do not think the buildings are worth exceeding one thousand dollars.

The Puget's Sound Agricultural Company claims a tract of land at what is called the Cowlitz Farms, embracing about three thousand acres. The description of the claim has been filed in the office of the Surveyor General of Oregon Territory, and described by metes and bounds within three limits. The Company claims to eight thousand acres of land, less or more; of this about fifteen hundred acres are in cultivation, with the usual buildings, barns, &c. The buildings are becoming old and dilapidated. The —— is of but little real value. These improvements and lands I would not value at above twenty-five thousand dollars.

All of which is respectfully submitted.

ISAAC N. EBEL.

Governor STEVENS.

EXECUTIVE OFFICE,

Olympia, January 9, 1854.

SIR: I have the honor to acknowledge the receipt of your letter of December 20, setting forth the views of the General Government of the United States in reference to the rights guaranteed by the treaty of August 5, 1846, to the Hudson's Bay Company and the Puget's Sound Agricultural Company.

Without intending to question at all your right to protest against these views as frittering away the very ample rights secured to said Company by the treaty of 1846, I have to state that a course based upon these views, as indicated by my letter of December 20, will be strictly and firmly pursued.

You especially protest against that view of the case which would go to deprive the Hudson's Bay Company of the right of trading with the Indians; and you state further, (to quote your own words,) "I conceive it in the utmost degree improbable that the high contracting parties, the framers of the treaty, ever contemplated denying the Company one of the most important rights it possessed."

I conceive it to be very clear that the high contracting parties intended that no such right should continue in the Hudson's Bay Company, from the simple fact that they have not guaranteed it in the treaty, but are totally silent upon the subject. This is more apparent, since you state it to be one of the most important rights it possessed. The plenipotentiaries on the part of Great Britain certainly were not entirely regardless of the interests or ignorant of the nature of the Hudson's Bay Company.

The treaty declares that in future *appropriations of the territory, &c.*, the *possessory rights* of the Hudson's Bay Company, and of all British subjects who may be *in the occupation of land or other property*, lawfully acquired within the said territory, shall be respected. The Hudson's Bay Company, prior to the treaty, may have had a right to trade with the Indians. But it is not the *rights* of the Hudson's Bay Company, but the *possessory rights* of the Hudson's Bay Company, and of all British subjects who may be *in the occupation of land*, that are to be respected in the future appropriations of the territory. The Hudson's Bay Company stand upon the same footing as all British subjects in the occupation of land. The rights and privileges secured to each are the same. It surely will not be claimed that the right to trade is a possessory right. These are terms of plain and technical signification. Mr. Rose, Queen's counsel, of Montreal, defines this right to be "*such a fixed right in the soil as would in law prevent its alienation to others.*" To attempt to embrace the right to trade, as implied in the expression, "possessory rights," would be to negative the plain terms of the treaty, to admit all the other rights of the Hudson's Bay Company under its charter, the right to make laws and to have civil and crim-

inal jurisdiction; and the effect of the treaty would be to vest the sovereignty of the soil in the Hudson's Bay Company, and not in the United States. Furthermore, it would have shown on the part of the United States a very great interest in the welfare of the Hudson's Bay Company to have guaranteed to a foreign corporation a right which they do not grant to their own citizens except by special license.

You state further, that ever since the terms of the treaty became known, you have *claimed*, on behalf of the Puget's Sound Agricultural Company, the tract of country of which, as farms, lands, or otherwise as property, the said Company, by its agents, was in the sole and exclusive use and occupancy at the date of the treaty, and for a long time previously. My letter, I conceive, was sufficiently explicit in this matter, nor do I think any doubt can arise from the treaty.

The treaty does not confirm whatever you may have claimed from the time the treaty became known, but confirms the *farms and lands* of the Puget's Sound Agricultural Company. "Farms and lands" are well-understood terms, and all such as have been in the sole and exclusive use and occupancy of the Puget's Sound Agricultural Company will be confirmed.

The trespasses and other wrongs of which you complain are matters for the courts of justice. The treaty is, and has all the force of a law of the United States, and as such is to be respected and obeyed. As alien friends our courts are thrown open to you, and there your remedy is to be sought for the violation of your rights.

In conclusion, I take the liberty of again calling your attention to the matters referred to in my letter of December 20, as to the nature and value of the possessions of the Hudson's Bay Company, and will state that I am desirous of procuring information as to their value, and will be glad to receive any communication from you on that subject.

I am, very respectfully, your obedient servant,

ISAAC I. STEVENS.

WILLIAM F. TOLMIE, Esq.,

Chief Trader Hudson's Bay Company,

Agent Puget's Sound Agricultural Company.

A—2.

[CONFIDENTIAL.]

HUDSON'S BAY HOUSE,
La Chine, January 14, 1848.

MY DEAR SIR: With reference to our conversation, when I had the pleasure of seeing you in Montreal, about two months ago, on the subject of a sale of the Hudson's Bay Company's and Puget's Sound Company's possessions, &c., west of the Rocky mountains, south of latitude 49°, either to the United States Government or to a joint stock company, I should be glad to know, as early as possible, if there is any probability of your being in a condition to make a proposition in time to enable me to communicate thereon with the governor and committee in England, before taking my departure for the interior, soon after the opening of the navigation.

The Hudson's Bay Company have, south of 49°, thirteen trading establishments or villages, situated on the most eligible sites, as regards commerce, water-power, agriculture, and dealings with the natives, while their flocks and herds pasture on large districts of country; such occupation of itself forming a good title to the districts in question. Our possessions moreover embrace the very best situations in the whole country for offensive and defensive operations, towns, and villages, while our right of navigating the Columbia—which we hold in perpetuity, inasmuch as our charter is interminable—is saleable and transferable.

According to my construction of the term "possessory rights," in the treaty, it secures to us the right to cultivate the soil, to cut down and export the timber, to carry on the fisheries, to trade for furs with the natives, and all other rights we enjoyed at the time of passing the treaty; but the term is so comprehensive as not to be easily defined. As regards the Hudson's Bay Company's interests, there is a feeling among the residents in the country that our business is likely to benefit rather than be injured by the sovereignty of the country being vested in the United States.

The Company in England, however, are apprehensive that

our possession of the country might lead to endless disputes, which might be productive of difficulties between the two nations, and would, therefore, feel disposed to submit to a very great sacrifice in order to avert dangers of so grave a nature, by selling their establishments, lands, flocks, herds, rights of trade and navigation, &c., and withdraw within the British territory north of 49th degree, if they could obtain but a moderate consideration for the same. Such consideration would indeed be moderate at one million of dollars, payable within a reasonable period, but, for the reasons stated above, I should feel myself authorized to conclude an arrangement at that amount, which, on a rough estimate, is little more than the outlay incurred in the erection of buildings, fencing, bringing land into cultivation, and other improvements, and importing stock, since our first occupation of the country.

If your Government were to look at the importance of getting a powerful trading association belonging to a formidable neighboring nation out of its territory, and to the great value of the real property that would be acquired, besides securing to the United States the exclusive navigation of the Columbia river and a valuable trade in furs, with other branches of commerce now carried on by the Hudson's Bay Company, I should think it would readily avail itself of so favorable an opportunity for accomplishing those desirable ends.

In speaking of the possessions of the Hudson's Bay Company, I include those of a large pastoral and agricultural association formed under their auspices, styled the Puget's Sound Company, who, as well as the Hudson's Bay Company, have incurred very heavy outlay in the introduction of the most approved breeds of sheep and cattle from Europe and other parts of the world. Their flocks and herds are now exceedingly numerous, roaming over hundreds of miles of the finest country for agricultural operations west of the Rocky mountains, including fine water-power for machinery, and several of the best sites for towns and villages on the shores of Puget's Sound. This association was formed in 1839, with a capital of £100,000 sterling, and so promising and productive is it that it has this season divided ten per cent. on the paid up

capital, while the stock on hand is valued at less than one-third the original cost.

As a commercial operation, an arrangement on the terms I have proposed would be highly advantageous to the purchasers, by the re-sale of the real property and the large flocks, herds, and bands of horses, aside altogether the national advantages arising from securing the exclusive navigation of the Columbia, and of portions of the territory and trade now enjoyed by British subjects; and I cannot help thinking that if you got this subject brought fairly before your Government, or leading capitalists, it could not fail to receive the most prompt and favorable consideration.

I remain, my dear sir, very faithfully yours,

G. SIMPSON.

GEORGE N. SAUNDERS, Esq.,
New York.

A—3.

Sir John H. Pelly to Mr. Clayton.

HUDSON'S BAY HOUSE,
London, June 29, 1849.

SIR: It was not until the 22d instant that I received through Mr. G. N. Saunders, of New York, your letter of the 23d April, in answer to that of Sir George Simpson, dated the 15th March.

This delay in the delivery of your letter is explained in the enclosed copy of a letter from Mr. Hannegan to a friend in London, and will, I trust, be deemed a sufficient reason for its not having hitherto received an answer.

It would be a superfluous task to recapitulate the weighty reasons which Sir George Simpson has stated for the transfer of the rights and possessions of the Hudson's Bay Company and Puget's Sound Agricultural Company to the United States. I would observe, however, that this is not altogether, or even principally, a question of price, the main object of those Com-

panies being the settlement of a question out of which, if left long unsettled, serious difficulties might arise.

As Mr. Saunders informs me that you are ready to execute, on the part of the United States Government, the conditional agreement, a copy of which is enclosed herewith; subject to confirmation by your Government, I beg to state that I am ready, as Governor of the Hudson's Bay Company and principal agent for the Puget's Sound Agricultural Company, to execute a counterpart of the agreement, and to exchange the same with the United States minister in London.

I have the honor to be, sir, your most obedient, humble servant,

J. H. PELLY.

HON. JOHN M. CLAYTON,
Secretary of State, Washington.

Whereas it was provided in the second article of the treaty between the United States of America and her Majesty, the Queen of the United Kingdom of Great Britain and Ireland, concluded at Washington on the 15th day of June, 1846, as follows, viz:

“From the point at which the forty-ninth parallel of latitude shall be found to intersect the great northern branch of the Columbia river, the navigation of the said branch shall be free and open to the Hudson's Bay Company and to all British subjects trading with the same, to the point where the said branch meets the main stream to the ocean, with free access into and through the said river or rivers, it being understood that all the usual portages along the line thus described shall in like manner be free and open. In navigating the said river or rivers, British subjects, with their goods and produce, shall be treated on the same footing with citizens of the United States, it being, however, always understood that nothing in this article shall be so construed as preventing, or intended to prevent, the Government of the United States from making any regulations respecting the navigation of the said river or rivers not inconsistent with the present treaty.”

And whereas it was further provided by the third article of the treaty as follows:

“ART. 3. In the future appropriation of the territory south of the forty-ninth parallel of north latitude, as provided in the first article of this treaty, the ‘possessory rights’ of the Hudson’s Bay Company, and of all British subjects who may be already in the occupation of land or other property, lawfully acquired, within the said territory, shall be respected.”

And whereas it was further provided by the fourth article of the treaty as follows, viz:

“The farms, lands, and other property of every description, belonging to the Puget’s Sound Agricultural Company, on the north side of the Columbia river, shall be confirmed to the said Company. In case, however, the situation of those farms and lands should be considered by the United States Government to be of public and political importance, and the United States Government should signify a desire to obtain possession of the whole or any part thereof, the property so required shall be transferred to the said Government at a proper valuation, to be agreed upon by the parties.”

And whereas divers weighty considerations evince the propriety and expediency of extinguishing by agreement all the rights, interests, reservations, and privileges contained in said articles to the Hudson’s Bay Company and to the Puget’s Sound Agricultural Company.

And whereas it is understood that the British Government consents to said extinguishment, surrender, and transfer by said Companies.

And whereas it is now proposed by the said Companies, by their agents thereunto lawfully authorized, to consent to such extinction of all their rights and privileges as aforesaid, and to the surrenders and transfer to the United States of all their property and privileges of whatever description, to wit:

The right to navigate the Columbia river and its tributaries as set forth in said treaty; as also the right to cultivate the soil, to trade with the Indians, to mine, to hunt, to fish, and to cut timber or lumber within said territory of the United

States, together with the Forts Disappointment, George, Vancouver, Umpqua, Walla-Walla, Boisé, Okanagan, Colville, Kootenay, Flat-heads, Nisqually, Cowlitz, and all other forts belonging to said Companies, including as much of the enclosed lands belonging to said Companies as may be wanted by the United States for military or naval purposes, which lands are to be designated and conveyed by any officers of the Government that may be appointed for that purpose, together with all the unenclosed and wild lands within said territories belonging to said Companies, or either of them, and all other property and rights, except such as is hereafter specially enumerated, their shipping, merchandise, provisions, and stores of every description, live stock, mills, and enclosed grounds, except such as may be wanted for Government purposes, as before mentioned, for the sum of seven hundred thousand dollars.

The Secretary of State of the United States hereby agrees that he will favorably lay before Congress, at its next session, this offer or proposition of the said Companies, to the end that Congress may exercise all proper power and discretion thereon, and pass such act or acts as may appear to them to be suitable and proper; and that, should Congress authorize him to do, so, he will pay to the said Companies the sum of seven hundred thousand dollars, upon the proper surrender of the property and privileges before enumerated.

And the said Companies, by their agent, agree that on the passage of an act or acts of Congress sanctioning the terms above mentioned, they will agree thereto, and execute all proper conveyances and transfers for carrying the same into effect.

And the said Companies further agree and bind themselves that in the event any contract shall be entered into under the authority of Congress they will, with all reasonable dispatch, withdraw from the territories of the United States, and cease all operations therein, leaving, for a limited time only, such agents as may be necessary for the care of their reserved stock, and enclosed land and mills. And they further agree, and bind themselves, to sell and convey to the United States,

for the sum of one hundred and fifty thousand dollars, all their farms and real property not before conveyed, if the United States shall elect, within one year after the execution of said ——— to purchase at that price; and if the United States do not so elect, then said Companies agree to bind themselves to sell and dispose of, within two years from the execution of any such contract, to citizens of the United States, all of said farms, mills, and live stock, so that at the end of that period they will have no property rights, easements, or privileges, of any description whatever, within the territories of the United States.

A—4.

Memorandum with reference to the Hudson's Bay Company and Puget's Sound Company's possessory rights in Oregon.

The number of establishments in Oregon belonging to Hudson's Bay Company is fifteen, and to the Puget's Sound Company, two; besides which, those Companies claim the possession of extensive districts in various parts of the territory, which, prior to the date of the Oregon treaty, were occupied by their flocks and herds.

The Hudson's Bay Company (and all British subjects trading with them) also possess the right of navigating the Columbia river on the same footing as American citizens.

The Hudson's Bay Company's trading posts were erected many years previous to the Oregon treaty, at a time when they were the sole occupants of the country, the sites being carefully selected as the most desirable for carrying on trade and for maintaining their communications. The good judgment which was manifested in such selections is apparent from the fact that, now that the territory is becoming closely settled,

those stations are considered the most desirable sites for towns, while the main highways of commerce are those which were established by the Company.

As regards the military occupation of the country, the Company's posts would be excellent sites for constructing military stations, but are not themselves adapted for anything more than defense against the Indian tribes.

Fort Vancouver is the most valuable of the Hudson's Bay Company's stations, and has always been the depot or centre of operations, in consequence of its admirable position; being at the head of the ship navigation of the Columbia river, and the point from whence communication is most conveniently maintained with all parts of the country, by way of the northern branch of the Columbia to the foot of the Rocky mountains, and thence across to Hudson's Bay; of Fort Nez Percés and the Snake country to the head-waters of the Missouri, and of the Willamette river towards the Umpqua and California in the south; while there are easy means of access, by land and water, to Puget's Sound and the country lying north of the Columbia. In addition to these advantages of position, the site of Fort Vancouver is well adapted for a town, the river being navigable by ships of large tonnage, which can discharge at the wharves, while the country around consists of prairies, intersected by excellent timber, which, when brought into cultivation, would meet the wants of a large town population. These natural advantages of Fort Vancouver are well understood in Oregon, and were the Company's claim extinguished, it would immediately be occupied as a town, and no doubt become the great commercial emporium of the country.

It may be well to explain the connection that exists between the Hudson's Bay Company and Puget's Sound Company. Several years before the Oregon treaty, (in 1838-9,) the Hudson's Bay Company, finding their operations in the Pacific too multifarious to be efficiently managed by one concern, it was thought advisable to separate their agricultural business from their more legitimate commerce. It was accordingly transferred to an association formed for the purpose, called the

“Puget’s Sound Agricultural Company,” shares in which were taken by the stockholders of the Hudson’s Bay Company and persons in their service, as well as by strangers. Upwards of eleven hundred shares, of £100 each, were subscribed for, on which ten per cent. was paid, and for the first seven or eight years the whole of the profits were added to the capital, which has been invested in the farms and live stock of that Association in Oregon. The connexion between the two Companies consists in the fact of the Hudson’s Bay Company being large purchasers of the agricultural produce of the Puget’s Sound Company, and the Governor-in-Chief of their Territories are the agents of the Puget’s Sound Company, the business of which is carried on under a “deed of settlement.”

With reference to the value of the establishments of the two Companies, it is found that the actual cost of the buildings and bringing the land into cultivation was, of itself, upwards of £75,000, estimating at the moderate price of labor and material prior to the settlement of Oregon by Americans and the discovery of gold in California. At the present value of labor and material in Oregon the buildings could not be erected for double that amount.

The business conducted by the Hudson’s Bay Company in Oregon since the date of the treaty has been very remunerative. The profit on the transactions of Fort Vancouver alone, in the year 1849, exceed £17,000. The sum of £200,000, set down in the annexed estimate, is barely adequate compensation for abandoning so valuable a trade.

The extent of the Hudson’s Bay Company and Puget’s Sound Company’s rights in Oregon has never been defined, but as those Companies conceive they are entitled to far more than the United States Government or their officials are likely readily to admit, it is beyond a doubt that the clashing of interests which must arise from the efforts of the Companies to secure their treaty rights, and of the United States authorities and settlers to restrict them, will become a fruitful source of strife, injurious to the peace and good order of the country, which might eventually involve national interests also. It is to avoid these evils that the Companies are willing to cede

their rights and possessions to the United States Government for the sum of \$1,000,000—less than one-half their value—as per the annexed estimate.

(Signed)

G. SIMPSON.

WASHINGTON, December 3, 1852.

Rough Sketch of the Hudson's Bay Company and Puget's Sound Company's possessory right in the Oregon Territory, which it is proposed to sell to the United States Government.

HUDSON'S BAY COMPANY.

Fort Vancouver, including the fort, mills, farms, and land claim of upwards of ten miles square, considered the best situation for a town in the Territory, being at the head of ship navigation on the Columbia river,	£100,000
Sauvié's island, farms and dairy,	1,000
Champooick, on the Willamette river,	3,400
Receiving store, at the mouth of the Cowlitz river,	500
Fort George or Astoria,	700
Chinook Point,	300
Cape Disappointment,	3,000
Fort Umpqua,	5,000
Fort Nez Percés,	3,200
Fort Hall,	3,000
Fort Boisé,	1,500
Okanagan,	2,000
Fort Colville, including the farms, mill and fort,	10,000
Kootonais' post,	500
Flatheads' post,	500
	<hr/>
	£134,600

PUGET'S SOUND COMPANY.

Cowlitz farm,	15,000
Nisqually, including the fort, farms, sheep ranges, and land claim of upwards of ten miles square,	17,000

Value of the "good-will" of the Hudson's Bay Company's business in Oregon, (including trade with Indians,) conducted by virtue of the treaty,	£200,000
Cattle ranges in various parts of the Territory on which the Hudson's Bay Company were accustomed to place their flocks and herds previous to the date of the Oregon treaty,	100,000
	<hr/>
Or \$2,330,000.	£466,600

Right of navigation of the Columbia river, and other rights, political and possessory, . . . £————
 (Signed) G. SIMPSON.
 WASHINGTON, 3d December, 1852.

A—5.

CORRESPONDENCE RELATIVE TO SURVEYING LANDS CLAIMED BY THE HUDSON'S BAY AND PUGET'S SOUND AGRICULTURAL COMPANIES.

Read in Committee of the whole Council, January 24th, 1856, and 500 copies ordered to be printed.

JANUARY 24TH, 1856.

COUNCIL CHAMBER, OLYMPIA, W. T.,
 January 16, 1856.

To Hon. JAMES TILTON,

Surveyor General of Washington Territory:

SIR: I herewith transmit you a copy of a resolution which passed the Council this morning.

JOHN J. LOWELL,
Secretary of the Council, W. T.

Resolved, That the Surveyor General, Register and Receiver of the Territory of Washington, be, and they are hereby respectfully requested to furnish the Council with such evidence of title and possessory rights on file in their respective offices, to lands claimed by the Hudson's Bay and Puget's Sound Agricultural Companies; the amount thereof, whether improved or otherwise; and if not deemed incompatible with the public interest, to communicate the instructions of the General Land Office in relation to the claims or possessory rights of said Companies, and also such evidence of the existence of a company styled the Puget's Sound Agricultural Company, and the name of the person acting as agent for said Company, and his authority for acting as such.

OFFICE SURVEYOR GENERAL, W. T.,
OLYMPIA, *January 24th*, 1856.

Mr. JOHN J. LOWELL,

Secretary of Council:

SIR: Your communication of January 17th, 1856, is received. With regard to that portion of your letter requesting the office "to furnish the Council with such evidence of title and possessory rights on file in this office relative to the lands claimed by the Hudson's Bay and Puget's Sound Agricultural Companies," I would respectfully state:

With the exception of a clause in the treaty, dated August 15, 1846, between Great Britain and the United States, referring to the Hudson's Bay Company's possessory rights, and another clause in the same treaty confirming the lands of the Puget's Sound Agricultural Company, there is no evidence of title upon record in this office to lands claimed by either of the above Companies.

Herewith I have the honor to transmit copies of all the correspondence between this office and the General Land Office upon the subject; also copies of my instructions to Mr. Deputy Surveyor Chenowith, relative to surveys upon the lands of the Hudson's Bay Company; also copies of letters to Chief Fac-

tors Mactavish and Dr. Tolmie, and from those officers, and a protest from Chief Factor Mactavish; a copy of instructions from General Land Office to Surveyor General Preston, of Oregon Territory, dated March 10, 1851, and an extract from my annual report to Commissioner General Land Office, dated September 20, 1855, and three maps of the claims. In answer to the last clause of your letter, viz: "and also such evidence of the existence of a Company styled the Puget's Sound Agricultural Company, and the name of the acting agent and his authority for acting as such," I would respectfully answer that no evidence, except the treaty, is on file. The name of the person acting as agent is William F. Tolmie. Of his authority for his acting as such, there is no evidence on file in this office.

Very respectfully,

JAMES TILTON,
Surveyor General of W. T.

Instructions from General Land Office to Surveyor General of Oregon, dated March 10th, 1851.

SECTION 11.—By the treaty at Washington, on the 5th August, 1846, between the United States and Great Britain, it is stipulated as follows:

ARTICLE 3.—In the future appropriation of the lands south of the forty-ninth parallel of north latitude, as provided in the first article of this treaty, the possessory rights of the Hudson's Bay Company, and of all British subjects who may be already in the occupancy of land or other property lawfully acquired within the said Territory, shall be respected.

ARTICLE 4.—The farms, lands, and other property of every description belonging to the Puget's Sound Agricultural Company, on the north side of the Columbia river, shall be confirmed to the said Company. In case, however, the situation of those farms and lands should be considered by the United States to be of public and political importance, and the United States should signify a desire to obtain possession of the whole

or any part thereof; the property so required shall be transferred to the said Government, at a proper valuation, to be agreed upon between the parties.

No steps, so far as we are informed, have been taken by our Government to avail itself of the right of purchase, recognized in the second paragraph of the 4th article, nor have any measures been prescribed by act of Congress for ascertaining and separating from the public domain the particular land which the treaty makes it incumbent upon us to respect.

In prosecuting the public survey, however, it is proper we should guard against any act which might lead to conflict and difficulty in title in surveying and donating the public lands of the United States.

Whenever, therefore, in the extension of the public surveys, you approach the vicinity of the claims alluded to in the treaty, you are instructed to call upon the claimants, or their agents, to present to you the evidence of the rights they may claim to be protected by the treaty, and to show you the original localities and boundaries of the same, which they may have held at the date of the treaty, and to point out the original locations and boundaries thereof. In every case in which this may be done, to your satisfaction you are instructed, in executing the public surveys, to avoid any sectional or other minute subdivision of the lands covered by such claims, but you must necessarily extend the township lines over them, so as to indicate in your return of surveys and on the plats their relative positions and connection in the public domain of the United States.

You will, of course, transmit to this office all such evidence as may be furnished you, and will report the result of your actions thereon and proceedings in regard to the survey. It will then remain for Congress to determine, by legislation, what further steps shall be taken to carry out the provisions of the treaty in such a manner that, whilst all claims clearly within its purview shall be recognized, the United States may be protected from any which may not come within its stipulations.

[Signed by Commissioner of General Land Office.]

SURVEYOR GENERAL'S OFFICE,

OLYMPIA, W. T., *April 24th, 1855.*

Messrs. DAVID PHILLIPS and W. A. STRICKLER,

Deputy Surveyors, &c.:

GENTLEMEN: In the prosecution of surveys embraced in your contract, No. 2, you will comply strictly with the printed instructions to the Surveyor General of Oregon, being a "manual for field operations," as far as applicable, not inconsistent with the following special instructions.

When your lines intersect the claims of the Puget's Sound Agricultural Company, you will only extend township lines across the claims subdividing to their lines, but not meandering them unless such boundaries be coast or rivers of sufficient width to occupy 25 acres to the mile. * * * *

JAS. TILTON,

Surveyor General W. T.

SURVEYOR GENERAL'S OFFICE,

OLYMPIA, W. T., *April 28th, 1855.*

Mr. JUSTIN CHENOWETH,

Deputy Surveyor:

SIR: Where your lines intersect the claims of the Hudson's Bay Company, you will extend township lines across the claims subdividing to their lines, but not meandering them unless rivers of sufficient width to occupy 25 acres to the mile.

* * * *

Very respectfully, yours,

JAMES TILTON,

Surveyor General.

OFFICE SURVEYOR GENERAL W. T.,

OLYMPIA, *April 28, 1855.*To the *Chief Factor of the Hudson's Bay Company:*

SIR: As I am about to extend the surveys of the public lands over that part of this Territory in which the settlements

of your honorable Company is, in the vicinity of Fort Vancouver, I write to respectfully request of you a map or authoritative statement of your claim or claims on the Columbia river, near Fort Vancouver.

I am ordered by the Land Office at Washington City to cause the lines of public surveys in sectional subdivisions to be extended up to the actual settlements of the British claimants, according to the lawful and proper limits of the same at the date of the treaty of 1846.

What are those limits, is the present inquiry.

I am, sir, most respectfully, your obedient servant,

JAS. TILTON,
Surveyor General W. T.

FORT VANCOUVER, W. T., *May 9, 1855.*

The Hon. JAMES TILTON,

Surveyor General of Washington Territory, Olympia:

SIR: I have to acknowledge receipt on the 4th instant of your letter of the 28th April, requesting that a map or authoritative statement of the claim or claims to land of the Hudson's Bay Company, on the Columbia river, near Fort Vancouver, should be handed you; and further stating that you had been instructed to cause the lines of public surveys to be extended up to the actual settlements of the British claimants, according to the limits of the same at the date of the treaty of 1846.

In reply, I beg most respectfully to mention that I am unable to furnish you with the statement you require, as I do not consider myself at liberty to define any precise limits to the claims of the Company, not having authority to that effect from the Governor and committee of the Hudson's Bay Company in London, without which any opinion of mine would not be binding on the Company.

I take the liberty of calling your attention to the following extract from Chief Factor Ballenden's letter of 30th July, 1852, to Surveyor General Preston, of Oregon Territory, and

I have to request that no surveys be made or claims granted within the limits stated by Mr. Ballenden.

“There is however a certain tract of country in the neighborhood of Vancouver, which was for a long period (*and if our rights were respected still ought to be*) in the sole possession and occupation of the Hudson’s Bay Company; within those limits I must respectfully request that no surveys be made or claims granted to any person whatsoever without the approbation of the Hudson’s Bay Company. That tract to which I refer commences at a stake and tree marked, on the north bank of the Columbia river, about two miles west of Willow Point; thence running northerly along the slough, until it meets the outlet of the Lake river; thence following the meanders (easterly) of the large lake $19\frac{1}{4}$ * miles, passing on the north bank until it strikes a small stream entering the lake on the northeast side 15° S. $6\frac{1}{2}$ miles, to a stake marked between the Third and Fourth Plains, in a swamp; thence east 22° S. $4\frac{1}{2}$ miles, to the Camas Plain to a stake marked; thence south $3\frac{1}{2}$ miles to the Columbia river; thence following the meanders of said river to the place of beginning; also one small island south of Vancouver, on the Columbia river.

Most respectfully, I am, sir, your obedient servant,

DUGALD MACTAVISH,

Chief Factor Hudson’s Bay Company.

U. S. SURVEYOR GENERAL’S OFFICE,
OLYMPIA, W. T., *April 27, 1855.*

To Dr. TOLMIE:

SIR: Having contracts on the part of the United States with Messrs. Phillips and Strickler to survey that portion of the public lands lying southeast and north of the claim of the Puget’s Sound Agricultural Company, and giving them instructions to respect your limits and define the points of intersection of the public surveys with your lines, I now

* Copy accompanying Surveyor General’s Annual Report, 23d October, 1852, says $9\frac{1}{4}$ miles.

have the honor to request, at your earliest convenience, a map or diagram showing the boundaries, with the usual features of the country traversed by your lines where they are not natural boundaries, as shore or river, &c.

I am, sir, very respectfully, your obedient servant,

JAS. TILTON,
Surveyor General W. T.

To Dr. TOLMIE,

Chief Factor Puget's Sound Agricultural Company.

FORT NISQUALLY, PIERCE COUNTY, W. T.,
May 7, 1855.

To JAMES TILTON, Esq.,

Surveyor General of Washington Territory, Olympia, W. T.:

SIR: In compliance with the request conveyed in your letter of the 27th April, which I had the honor to receive on the 5th inst., I now forward a diagram or map of the Puget's Sound Agricultural Company's land claim here, the outline or boundary lines of which have been carefully surveyed and blazed. The filling up of the map has been made, in part, only by measurement, but it faithfully exhibits the natural features of the country, although their relative position is doubtless set down more or less incorrectly.

There is also forwarded a copy of a statement of the boundary lines of said claim as forwarded, with affidavits as to its accuracy, in April, 1853, to Mr. J. B. Preston, of Oregon City, then surveyor general of Oregon Territory.

The bearer, Mr. Huggins, having assisted in surveying the boundary lines of the Company's lands, may, perhaps, afford you information which may be useful to the gentlemen appointed to survey the public lands in the immediate neighborhood of the claim.

I have the honor to be, your very obedient servant,

(Signed)

WILLIAM FRASER TOLMIE,
Agent Puget's Sound Agricultural Company.

OFFICE SURVEYOR GENERAL, W. T.,
OLYMPIA, W. T., *May 24, 1855.*

Mr. JUSTIN CHENOWETH, *Deputy Surveyor,*

SIR: The Chief Factor of the Hudson's Bay Company at Fort Vancouver, having written to me in answer to a request that he would point out the actual settlements or enclosures of the Honorable Hudson's Bay Company, from a want of authority from the Hudson's Bay Governor and Committee in London, declines to point out said enclosures.

I hereby instruct you to ascertain, from the best information in your power, the limits of the same, and fully set them forth upon your field notes and plats, specifying your sources of information.

In the meanwhile, if you can conveniently, commence your surveys at a point of your contract remote from the tracts claimed, and keep it or them for the last, as I may, in a month or two, receive more specific instructions informing me of the proper amounts of pasturage, if any, to confirm and set apart to said Hudson's Bay Company.

Report your actions to me immediately, and also your place of survey.

If possible, procure from the chief factor or some other agent information relative to the farms and enclosures of 1846.

I am, sir, respectfully, your obedient servant,

JAMES TILTON,
Surveyor General W. T.

GENERAL LAND OFFICE,
March 12, 1855.

SIR: The attention of this office has been drawn by the Hon. C. Lancaster, delegate, to the subject of the British claims in Washington Territory, under the treaty of 1846, and also to the importance of pressing forward the surveying operations in that territory.

In the instructions to you from this office, of the 31st August, 1854, as printed with the commissioner's last annual report,

pages 40 to 44, it is stated that "there was furnished to the late surveyor general a set of instructions in duplicate, in reference to his duties under the surveying and donation act of September 27, 1850, and you were desired to request of Mr. Gardner one set for your office."

You are therefore doubtless in possession of these instructions, which are dated 10th March, 1851, and in which you will find directions as to the course to be pursued by the surveying department, in regard to the British claims above mentioned.

The advancing settlement of the territory, and its growing interests, demand that all should now be done that we can lawfully do, in order to make a proper discrimination between our public lands and such foreign rights as may be recognized by the treaty, so that our people may advance, in security, their settlements and improvements upon the public domain.

I have, therefore, in connection with the instructions above mentioned, to direct that you will cause the lines of the public surveys, in sectional subdivisions, to be extended up to the actual settlements of the British claimants, according to the lawful and proper limits of the same at the date of treaty, and in this way mark the discrimination, so as to show what may be treated as public lands, a measure which the treaty, justice to our people, and sound policy require. * * *

Very respectfully, your obedient servant,

JOHN WILSON,
Commissioner.

JAMES TILTON, Esq.,

Surveyor General, Olympia, W. T.

OFFICE SURVEYOR GENERAL W. T.,
OLYMPIA, *May 8, 1855.*

Mr. JUSTIN CHENOWETH,
Deputy Surveyor,

SIR: In pursuance of orders from the Commissioner of the Land Office, dated March 12th, 1855, directing me to "extend the public surveys by sectional subdivisions up to the actual

settlements of British claimants," I hereby request that you subdivide, upon your contract No. 1, the lands claimed by the Hudson's Bay Company up to their *enclosures*, as they existed at the date of the treaty with Great Britain in 1846. All former instructions contrary to this are hereby withdrawn.

You will confer with the chief factor, or agent in charge at Fort Vancouver, and request him to designate such actual settlements, construed to mean enclosures, and in your plats and field notes make ample description thereof, defining your source of information.

I am, sir, very respectfully, yours,

JAS. TILTON,
Surveyor General W. T.

OFFICE SURVEYOR GENERAL, W. T.,
OLYMPIA, May 8, 1855.

To Chief Factor or Agent Hudson's Bay Company at Fort Vancouver:

SIR: I have received from the Hon. Commissioner of the General Land Office, at Washington city, orders dated March 12th, 1855, of which the following is an extract:

"You will cause the lines of the public surveys in sectional subdivisions to be extended up to the actual settlements of the British claimants."

In furtherance of the above order, I have directed Mr. Justin Chenoweth, U. S. deputy surveyor, to confer with you in the prosecution of the surveys entrusted to his charge in the vicinity of Fort Vancouver, and I respectfully request you to point out and define to him the limits of your enclosures at the date of the treaty in 1846.

Also, I would be glad to receive a map or plat of your actual settlements, meaning enclosed lands, for record at this office.

If such map can be made, showing the relative position of the Columbia river, any lakes or other prominent natural objects, it would be very acceptable to your obedient servant,

JAMES TILTON,
Surveyor General W. T.

OFFICE SURVEYOR GENERAL W. T.,
OLYMPIA, *May 10, 1855.*

SIR: Your letter of the 12th March, 1855, directing me to "extend the lines of public surveys in sectional subdivisions up to the actual settlements of the British claimants, according to the lawful and proper limits of the same, at date of the treaty," (1846,) has been received.

In answer, I would respectfully state, first, I have already contracted for the survey of lands surrounding the two principal claims, viz, at Fort Vancouver, the largest of Hudson's Bay Company claim, and at Fort Nisqually, the largest of the Puget's Sound Agricultural Company claim, and in my instructions had required the deputy surveyors to run township lines only over said claims.

Under your instructions of the 12th March, I have no hesitation in issuing further instructions to the deputy surveyor of the Hudson's Bay Company lands to subdivide to the actual enclosures as they existed in 1846, but I submit the question if such construction of the then *actual settlement* is equally applicable to the Puget's Sound Agricultural Company's claim.

I send a map of the Nisqually claim, and in the meanwhile the deputy surveyor will continue his work outside of the claim till I receive different orders from yourself as to the construction I shall place upon the term "actual settlement," as applied to the Puget's Sound Agricultural claim. What I would inquire is, shall I subdivide up to the *enclosures* as they existed in 1846, upon the lands claimed by the Puget's Sound Agricultural Company, or am I empowered to send for "persons and papers" and discriminate as a commissioner between our public lands and such foreign rights as may be recognized by the treaty?

If the latter, what general principles should govern such discrimination? Am I to allow pasturage for the cattle and sheep said to be in possession of the Puget's Sound Agricultural Company in 1846; if so, how much, &c.?

I conceive a material difference exists between the Hudson's Bay Company and the Puget's Sound Agricultural Company's

claim, one being "possessory rights," and the other "farms lands and other property of every description shall be confirmed to them."

I would, sir, ask *how* I am to set off from the public lands those indefinitely described tracts?

In the meantime, whilst awaiting your further instructions, I beg to observe the public service will not be retarded, as the deputy has sufficient to occupy him, outside the alleged limits of the Nisqually claim, till I can hear from you. * * * *

By this mail I forward copies of the contracts embracing the lands of the Hudson's Bay Company claim at Fort Vancouver, and the Puget's Sound Agricultural Company's claim at Fort Nisqually, with instructions to deputy surveyors, contractors thereof, and copies of letters from agent of Puget's Sound Agricultural Company and to chief factor Hudson's Bay Company, at Fort Vancouver.

I am, sir, very respectfully, your obedient servant,

JAMES TILTON,
Surveyor General W. T.

To JOHN WILSON, Esq.,

Com. Gen'l Land Office, Washington, D. C.

[COPY.]

VANCOUVER, WASHINGTON TERRITORY,
July 23, 1855.

JUSTIN CHENOWETH:

SIR: I have to notify you that the lands which you are now surveying are claimed by the Hudson's Bay Company. I therefore request that you discontinue such operations, and have further, in the name of the Company, to protest most solemnly against any surveys being carried on by the United States Government or other parties over the lands in question.

Trusting that you will acknowledge receipt of this communication, I am, sir, your obedient servant,

(Signed)

D. MACTAVISH.
Chief Factor Hudson's Bay Co.

[COPY.]

VANCOUVER, *July 23, 1855.*

SIR: I have the honor to acknowledge the receipt of your note of the 23d inst., and would state in reply that I am instructed by the surveyor general of Washington Territory, in the execution of my contract for the survey of certain lands in said territory, to survey up to the *actual enclosures* or *settlements* belonging to the Hudson's Bay Company in existence in the year 1846.

Very respectfully, your obedient servant,

(Signed)

JUSTIN CHENOWETH,

U. S. Deputy Surveyor.

Gov. D. MACTAVISH,

Chief Factor of the Hudson's Bay Company.

OFFICE SURVEYOR GENERAL W. T.,
OLYMPIA, W. T., *August 14, 1855.*

D. MACTAVISH, Esq.,

Chief Factor Hudson's Bay Company,

Fort Vancouver, Washington Territory:

SIR: Your letter dated July 24, 1855, protesting against surveys on lands claimed by the Hudson's Bay Company, has just been forwarded to me by Dr. Tolmie, chief factor Puget's Sound Agricultural Company.

In answer, I state that Mr. Chenoweth is acting in obedience to my orders, see letter dated May 24, of which the following is a copy:

* * * * *

The above orders were in pursuance of instructions to me dated March 12, 1855, from the Commissioner General Land Office, "to cause the lines of public surveys in sectional subdivisions to be extended up to the actual settlements of the British claimants, according to the lawful and proper limits of the same at the date of the treaty of 1846."

I am, sir, very respectfully, your obedient servant,

JAMES TILTON,

Surveyor General W. T.

GENERAL LAND OFFICE,
July 19, 1855.

JAMES TILTON, Esq.,

*Surveyor General of Washington Territory,
Olympia, Washington Territory:*

SIR: Your letter of 24th May last was received by the last mail, on 12th inst. Having solicited the chief factor of the Hudson's Bay Company, Dugald Mactavish, Esq., to furnish you with a map or statement, duly authenticated, of the claim or claims of that Company on the Columbia river, near Fort Vancouver, after having informed him that you had been instructed to extend the lines of the public surveys up to the actual settlements, of the British claimants according to the limits of the same at the date of the treaty of 1846, he states in his letter of reply, (of which you furnish a copy,) as follows:

"I beg most respectfully to mention that I am unable to furnish you with the statement you require, as I do not consider myself at liberty to define any precise limits to the claims of the Company, not having authority to that effect from the Governor and Committee of the Hudson's Bay Company in London, without which any opinion of mine would not be binding on the Company."

Mr. Mactavish, although professing to have no authority himself to define the limits alluded to, nevertheless sees proper to advert to a definition of such limits in a communication from the Chief Factor Ballenden to Surveyor General Preston, in 1852. He states as follows:

"I take the liberty of calling your attention to the following extract from the Chief Factor Ballenden's letter of 30th July, 1852, to Surveyor General Preston, of Oregon Territory, and I have to request that no surveys be made or claims granted within the limits stated by Mr. Ballenden, viz: 'there is, however, a certain tract of country in the neighborhood of Fort Vancouver, which was (*and if our rights were respected still ought to be*) in the sole possession and occupation of the Hudson's Bay Company; within those limits I most respectfully request that no surveys be made or claims granted to any person whatsoever, without the approbation of the Hudson's Bay Company.

“That tract of land to which I refer commences at a stake and tree marked on the north bank of the Columbia river, about two miles west of Willow Point; thence following the meanders (easterly) of the said river to the large Lake, $9\frac{1}{4}$ miles, passing on the north bank until it strikes a small stream entering the lake on the northeast side; thence running east 15° south $6\frac{1}{4}$ miles, to a stake marked X, between the Third and Fourth Plains, in a swamp; thence east 22° south $4\frac{1}{2}$ miles to the Camas Plains, to a stake mark; thence south $3\frac{1}{4}$ miles to the Columbia river; thence following the meanders of said river to the place of beginning; also a small island south of Vancouver, in the Columbia river.’”

Mr. Mactavish, who in 1855 disavows any knowledge or authority in regard to the true definition of the limits referred to, nevertheless refers to the definition of the same given by the Chief Factor Ballenden, in 1852, and it yet remains to be shown what authority the latter agent had to settle the question. You state that within the limits designated by Mr. Ballenden at least eighty American settlers are found, and some of them have valuable improvements. You further state that you await orders upon the subject as to what constitutes the “actual settlements,” and the principles to be acted upon in defining claims under the treaty of 5th August, 1846, the article of which is in the following words:

“In the future appropriation of the territory south of forty-ninth parallel of north latitude, as provided in the first article of this treaty, the possessory rights of the Hudson’s Bay Company, and of all the British subjects who may be already in the occupation of land or other property lawfully acquired within the said territory shall be respected.”

The “*possessory rights*” of said Company and the claims of individuals who were *in the occupation of lands* at the date of the treaty, are to be respected, and while the American agents are anxious to respect such claims in good faith, it remains for the British claimants to prove what were their localities and outlines of claims at the time of the treaty; and, in the absence of other and more reliable evidence, the public surveys can respect nothing that lies *outside* of what were *enclosed claims* in 1846. Such course of proceeding is deemed

valid in respect to the claims of individuals, and Mr. Mactavish is to be expressly notified by you that such will also be the proceeding in regard to the claim of the Company he represents, in case evidence from the Hudson's Bay Company in London, duly *authenticated*, is not forthcoming. Meanwhile, however, you will cause no other than township lines to be extended over the claims, and the sectional lines and corners are to be *stopped short* of the outlines cited by Mr. Ballenden, (thereby making all such corners to lie *outside* of his alleged limits,) with the understanding that such procedure is but a mere *act of courtesy* for the present, and that the final recognition as to the extent of the "possessory rights" of the Company at Fort Vancouver awaits determination on future evidence to be adduced; or in default of the production to you of such evidence, within a reasonable time, upon the fact being reported here, the department may feel authorized to direct the surveys to be made up to the *enclosed* claims as they existed at the date of the treaty in 1846.

You are requested to communicate to Mr. Mactavish that further delays in determining the limits of such claims are incompatible with the interests of the public service, and that it will remain for him so to suggest to the authority of the Hudson's Bay Company.

In regard to the claims of the Puget's Sound Agricultural Company you will hereafter be advised.

I am, respectfully, your obedient servant,

GEO. C. WHITNEY,

Acting Commissioner.

P. S. I have to remark that the instructions which accompany your contract with Phillips and Strickler authorize them to extend the exterior lines of townships over the Puget's Sound Agricultural claim, and to close their subdivisinal lines, is not approved; the *sectional* lines and corners must *stop short* of the outlines of the claim, so that the *sectional corners* will be outside of the limits claimed, leaving *unsurveyed*, for the present, the space between the *sectional corners* and the outlines of the claim.

FORT VANCOUVER, W. T.,

July 21st, 1855.

The Hon. JAMES TILTON,

Surveyor General of Washington Territory, Olympia:

SIR: Having been informed that Mr. Chenoweth was surveying in the neighborhood of the Company's farm, on Mill Plain, about six or seven miles from this place, I, yesterday, addressed a note to that gentleman, a copy of which, together with his reply, I now beg leave to hand you.

Mr. Chenoweth states that he is acting by your authority; and as such may be the case, it becomes my duty, in the name of the Hudson's Bay Company, to protest most solemnly against any surveys being carried on by the United States Government or other parties over lands in this Territory, claimed by the Company, under the treaty of 1846, between Great Britain and the United States.

I have the honor to be, your most obedient servant,

DUGALD MACTAVISH,
Chief Factor, Hudson's Bay Company.

OFFICE SURVEYOR GENERAL W. T.,

OLYMPIA, Sept. 1st, 1855.

Mr. JUSTIN CHENOWETH,

U. S. Deputy Surveyor:

SIR: I have received orders from Washington City to survey in *township lines* only, all that part of the Hudson's Bay claim near Fort Vancouver, which is comprised within limits of the lines designated by Mr. Ballenden to Surveyor General Preston in 1852, and which are as follows:

"That tract to which I refer commences at a stake and tree, marked, on the north bank of the Columbia river, about two miles west of Willow Point; thence running northerly along the slough until it meets the outlet of Lake river; thence following the meanders (easterly) of the said river to the large lake, (9½) miles, passing on the north bank until it strikse a small stream entering the lake on the notheast side; thence

running about 15° S. $6\frac{1}{2}$ miles, to a stake marked X, between the Third and Fourth Plains in a swamp; thence east 22° S. $4\frac{1}{2}$ miles, to the Camas Plain to a stake marked; thence S. $3\frac{1}{2}$ miles, to the Columbia river; thence following the meanders of said river to the place of beginning; also a small island south of Vancouver, in the Columbia river."

You will, therefore, extend town lines over the above mentioned tract, and your sectional lines will *stop short* of the outlines cited by Mr. Ballenden, thereby making all such corners lie outside of the alleged limits.

Very respectfully,

JAS. TILTON,
Surveyor General W. T.

OFFICE SURVEYOR GENERAL W. T.,
OLYMPIA, W. T., *Sept. 1st, 1855.*

DUGALD MACTAVISH, *Chief Factor Hudson's Bay Company, at Fort Vancouver, W. T.:*

SIR: I have received orders from the acting Commissioner of the General Land Office at Washington City, of which the following is an extract:

"You further state that you await orders upon the subject of what constitutes the 'actual settlements,' and the principles to be acted on in defining claims under the treaty of 5th August, 1846, the 3d article of which is in the following [words]:

"In the future appropriation of the Territory south of the 49th parallel north latitude, as provided in the first article of this treaty, the possessory rights of the Hudson's Bay Company and of all British subjects who may be already in the occupation of land or other property lawfully acquired within the said Territory shall be respected."

"The possessory rights of the said Company, and the claims of individuals who were 'in the occupation' of land at the date of the treaty, are to be respected; and while the American agents are anxious to respect such claims in good faith, it remains for the British claimants to prove what were their

localities and outlines of claims at the time of the treaty, and in the absence of other and more reliable evidence, the public surveys can respect nothing that lies outside of what were *enclosed claims* in 1846. Such course of proceeding is deemed valid in respect to the claims of individuals, and Mr. Mactavish is to be expressly notified by you that such will also be the proceedings in regard to the claim of the Company he represents, in case evidence from the Hudson's Bay authorities in London, duly authenticated, is not forthcoming; meanwhile, however, you will cause no other than township lines to be extended over the claims, and the sectional lines and corners to be *stopped short* of the outlines cited by Mr. Ballenden, (thereby making all such corners to be outside of his alleged limits,) with the understanding that such proceedings is a mere *act of courtesy* for the present, and that final recognition of the extent of the possessory rights of the Company at Fort Vancouver, awaits determination on future evidence to be adduced, or in default of production to you of such evidence within a reasonable time, upon the fact being reported here, the department may feel authorized to direct the survey to be made to the *enclosed* claims as they existed at the date of the treaty of 1846.

"You are requested to communicate to Mr. Mactavish that further delays in determining the limits of such claims are incompatible with the interests of the public service, and that it will remain for him so to suggest to the authorities of the Hudson's Bay Company.

"In regard to the claim of the Puget's Sound Agricultural Company you will hereafter be advised."

I am, sir, very respectfully, your obedient servant,

JAMES TILTON,
Surveyor General W. T.

FORT VANCOUVER, W. T.,
September 12, 1855.

The Hon. JAMES TILTON,

Surveyor General, Washington Territory, Olympia:

SIR: I have to acknowledge receipt of your communications of 14th August and 1st September, copies of which have been transmitted to London, for the information of the Governor and Committee of the Hudson's Bay Company.

Very respectfully, I am, sir, your obedient servant,

[(Signed)

DUGALD MACTAVISH,
Chief Factor Hudson's Bay Co.

Extract of Annual Report to General Land Office.

SEPTEMBER 20, 1855.

* * * * I would respectfully urge upon you a necessity for the speedy settlement of the claims of the Hudson's Bay and Puget's Sound Agricultural Companies to lands in Washington Territory. One of these claims is for about six townships and the other for about two townships, of the best lands in the Territory, and have now more than two hundred American settlers upon them, opening farms. The public interest imperatively demands a speedy adjustment of the boundaries of the above claims. * * * * *

I am, sir, very respectfully, your obedient servant,

JAMES TILTON,
Surveyor General W. T.

This correspondence was read in Committee of the whole Council on the 24th day of January, 1856, and after some explanatory remarks, made by the honorable surveyor general, the Council ordered five hundred copies to be printed in pamphlet form.

After which the Council passed the following resolution unanimously:

Resolved by the Council, That the surveyor general, James

Tilton, is entitled to the thanks of this body for his prompt and satisfactory reply to Council resolution requesting information relative to the Hudson's Bay and Puget's Sound Agricultural Companies.

JOHN J. LOWELL,
Secretary of the Council of W. T.

A—6.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE, *January 28, 1865.*

SIR: Understanding that claims are pending before a Commission in session in this city, under the stipulations of the treaty of 1st July, 1863, between the United States and Great Britain, for the final settlement of the claims of the Hudson's Bay and Puget's Sound Agricultural Companies, I have the honor herewith to lay before you a copy of a communication dated February 4, 1860, to the Secretary of the Interior, with accompanying papers "a," "b," having an important bearing upon the claims in question, and which is accordingly respectfully submitted for consideration.

With great respect, your obedient servant,

J. M. EDMUNDS,
Commissioner.

The Hon. WM. H. SEWARD,
Secretary of State.

[COPY.]

GENERAL LAND OFFICE,
February 4, 1860.

SIR: I have the honor to return herewith the communication of 30th ultimo, from the Hon. Secretary of State, and accompanying papers, in relation to the rights of the Hudson's Bay Company and Puget's Sound Agricultural Company, under the treaty with Great Britain of 1846, which were referred to this

office for report on 31st ultimo. In reply to the inquiry in that communication, as to the views entertained by the Department of the Interior in respect to the alleged claims of these Companies, and the measures which have been taken, or are in contemplation, in regard to them, I beg leave to submit the following, as indicating the action of the General Land Office in the matter.

In view of the treaty stipulations, as fully set forth by the Secretary of State in the enclosed, this office, up to a recent date, carefully abstained from exercising any control over the lands covered by these alleged claims, for the want of precise and authoritative data in regard to their validity. Our surveyors general for years past were accordingly forbidden to survey the localities thus claimed, or to do any act by which the rights of these Companies might be called in question. This course was pursued up to a recent period, when the authorities of the Roman Catholic Church in Washington Territory applied for a survey and recognition by the Department, of the missionary stations in said territory, as confirmed by the Act of Congress of 14th August, 1848, establishing the territorial government of Oregon. One of these missions, to wit, "St. James' Catholic Mission," being located in a tract of country understood to be claimed by the Hudson's Bay Company under the 3d article of the aforesaid treaty of 1846, it was held, on behalf of the Mission, that the "possessory rights" of the Hudson's Bay Company had become extinct by reason of the expiration of their charter, in May, 1859. This averment was supported by a reference to proceedings in the British Parliament in 1857, and by despatches from the British Minister, Sir E. B. Lytton, to the Governor of British Columbia in 1858.

Upon a further examination of the subject we become satisfied that the possessory rights of said Hudson's Bay Company had expired, as claimed, in May, 1859, and the title of the United States had become absolute in the premises. The impediment to the survey and subdivision of the lands claimed by the Company being thus, in the opinion of this office, removed, the surveyor general of Washington Territory was, on the 29th of September, 1859, instructed to extend his surveys

over them accordingly, in the same manner as over other public lands of the United States.

These instructions, containing the views of the General Land Office more at large, will be found in the enclosed copy "a" (*infra.*)

In relation to the property of the "Puget's Sound Agricultural Company" this office, on the 1st of October, 1859, with a view of eliciting all the information possible on the subject, issued instructions to the surveyor general of Washington Territory, directing him to call upon the claimants, under the treaty, to furnish authentic evidence of their claims, and to report the result, with his decisions. (Copy "b.")

His report is now before us, dated December 8, 1859. It is accompanied by letters from William F. Tolmie, styling himself "Agent Puget's Sound Agricultural Company," and a number of other papers in relation to the claims of said Company.

After describing the nature, extent, and character of the claims of this Company, which appears to be an offshoot from and similar in character to the Hudson's Bay Company, exhibiting no original derivation of title, never having had, or claiming to have, received a grant from the British Government, and examining the question of title under the treaty, the surveyor general expresses the opinion that the Puget's Sound Agricultural Company have shown no color of title to the lands claimed by them, other than occupancy for an indefinite period. The question as to whether the Company may be entitled to any consideration, in view of the increased value of the land incident to their occupation and improvement, he does not feel called upon to decide.

We find the surveyor general of the Territory made a thorough examination of the whole matter on the spot, after notice to all claimants, and the result is that he finds no subsisting legal claims in any British subjects under the treaty, and that whatever possessions were had by claimants under color of said treaty, such claims had ripened by the transition of such British subjects to American citizenship under form of proceedings known to our laws, and as such will be respected under our enactments.

It will not be maintained that the treaty of 1846 recognized any other rights than those subsisting at the date of its ratification. It of course contemplated nothing additional to the *status* of the parties claiming at that time. These rights we stipulated with Great Britain to protect, confirm, and maintain. We have done so for fourteen years, and as long as they were rights; but when, by limitations imposed upon their duration by the Crown, they have ceased to exist, there are no longer any rights left for us to recognize. It may be proper to add that, under the well-settled principles of public law as expounded by our courts, and never denied by Great Britain, our Government has held and still holds it to be its exclusive privilege to deal with the adjustment of all matters infra-territorial relating to the segregation from the public lands of any individual foreign claims confirmed by treaty or act of Congress, and in the present case the purpose of a commission, a mode of proceeding familiar under our system, has been subserved by the action of the Interior Department in delegating authority to the surveyor general aforesaid, who, as stated, has given notice to all parties claiming an interest under the treaty of 1846, and finds that there are no legal subsisting claims under that treaty. This unimpeached proceeding, in the opinion of this office, terminates the necessity for any further action, and leaves the title in the Government of the United States, and the parties holding in full possession of their legal rights.

At any time prior to the expiration and extinction of these claims, the United States had, under the treaty, the privilege or not of buying out the claimants; and for this purpose a commission, had the project been determined upon, would have been necessary; but this is not now the case, as by the expiration of the British charter to these Companies the matter is concluded.

Sovereignty changes, but private property is unaffected by the change. This is a universal and well established principle of public law, therefore, in any eventuality, parties claiming any species of the property in question, whether real or personal, in no way can be prejudiced by the realization of the

views presented in the foregoing, for the reason that our courts are open to them with all the legal remedies possessed by our own citizens in controversies respecting real or personal estate, and that, too, under our system of jurisprudence resting upon the same basis as that of Great Britain.

All of which is respectfully submitted.

S. A. SMITH, *Commissioner.*

Hon. JACOB THOMPSON,
Secretary of the Interior.

(“a.”)

GENERAL LAND OFFICE,
September 29, 1859.

SIR: Application has been made to the Department by the Rev. J. B. A. Brouillet for instructions to the Surveyor General in Washington Territory to survey and set apart what is known as the “St. James’ Catholic Mission” claim, in virtue of the confirmation of such claims by the first section of the act of Congress approved March 14, 1848, establishing the “territorial government of Oregon,” in which it is declared “that, the title to the land not exceeding” 640 acres, *then* occupied as missionary stations among the Indian tribes in said territory, together with the improvements thereon, be confirmed and established in the several religious societies to which said missionary stations respectively belong.”

The location of this mission places it on a tract of country which it is understood has been claimed under the third article of the treaty concluded in 1846, between the United States and Great Britain, in which it is agreed that “the possessory rights of the Hudson’s Bay Company and of all British subjects who may be already in the occupation of land or other property lawfully acquired within the said territory shall be respected.” We gather from a connected plat of the territory that the country on which these possessory rights existed is on the north side of the Columbia river, extending from township 2 to 4 north, range 1 west, and township 2 north, ranges 2 and 3 east, embracing some 60,000 acres.

It is claimed on the part of the mission that these possessory rights are now extinct, by the expiration of the charter, on the 30th of May last, of the Hudson's Bay Company, and in support of this averment reference is made to the report of the Select Committee on the Hudson's Bay Company, communicated from the Commons to the Lords in the year 1857, and dispatches of the 16th July and 14th August, 1858, from the British Minister, Sir Edward B. Lytton, to Governor Douglas, of British Columbia.

The report distinctly shows the possessory right was merely a license to the Company to trade—did not convey title to the soil; and one of the dispatches of 16th July, 1858, according to the transcript furnished by Rev. Mr. Brouillet, explicitly declares that the legal connection of the Hudson's Bay Company with Vancouver Island will shortly be severed by the resumption of the crown of the grant of the soil, and adds that "the legal rights on the continent opposite terminates in May next," (1859.)

The possessory privileges thus shown to be extinct, the title of the United States is disencumbered and becomes absolute in the premises, and consequently they are no longer an impediment to the survey of the lands formerly covered thereby.

You will therefore proceed to extend the lines of the public surveys over the tract of country in question, where the aforesaid possessory privileges have become extinct, will make regular returns of survey, and transmit approved township plats thereof, laying off the Mission on the *principles* laid down in the 6th section of the act of Congress, approved 27th September, 1850, U. S. Statutes, vol. 9, page 498, and appropriately representing it on the plat of the township in which the same may be situated, and will, of course, properly designate on the official plats the tracts reserved by the United States for military or other purposes.

Very respectfully, your obedient servant,

JOS. S. WILSON,

Acting Commissioner.

JAMES TILTON, Esq.,

Surveyor General, Olympia, W. T.

"b."

[COPY.]

GENERAL LAND OFFICE, *October 1, 1859.*

SIR: In the 4th article of the treaty of 1846, between the United States and Great Britain, it is declared that the "farms, lands, and other property of every description belonging to the Puget's Sound Agricultural Company on the north side of the Columbia river shall be confirmed to the said Company." The locality claimed under this article it appears, from a connected map of the territory, covers a tract of prairie country about 8 miles east of Olympia, somewhat of a quadrangle shape, and embracing about 150,000 acres, in townships 17, 18, 19, 20 north, ranges 1, 2, 3, and 4 east.

The purpose of this communication is to direct you to call upon the parties claiming under this article of the treaty for—

1. A verified copy of their contract.

2. A list of the names of all the individuals constituting said Company, discriminating between those resident and those non-resident, and showing whether they are the same persons composing the Company at date of treaty.

3. For an authentic showing of the *extent* and *exact locality* of the farms, lands, and other property at the date of treaty.

This information is indispensable to separate, understandingly, any valid claim under treaty from the public lands, and this proceeding is designed as preliminary to effecting that object. You are instructed to call upon the claimants for the data to aid you in making a full report on the subject, which you will do so as to reach here by the 15th or 20th of January next. You will accompany your report with the evidences of claims, which may be filed with you, and transmit a sketch plat indicating the localities of the several rights which may be advanced under this article of the treaty, and showing your decision in each case.

Very respectfully, your obedient servant,

JOS. S. WILSON,

Acting Commissioner.

JAMES TILTON, Esq.,

Surveyor General, Olympia,

Washington Territory.

A—7.

HER BRITANNIC MAJESTY'S LEGATION,
WASHINGTON, *May* 16, 1858.

Honorable LEWIS CASS,
&c., &c., &c.:

SIR: With reference to my note of the 5th instant, respecting the alleged encroachments of the military authorities of the United States on the property of the Hudson's Bay Company at Fort Vancouver, by the contemplated erection of a building designed for the purpose of an arsenal, I have now the honor to transmit to you herewith copy of a letter from Mr. Theodore J. Eckerson to Mr. Dugald Mactavish, chief factor of the Company, stating that his proceedings in this affair have been sanctioned by the Department of War at Washington.

The questions involving the possessory rights of the Hudson's Bay Company to the south of the 49th parallel, have been repeatedly brought under your consideration by order of her Majesty's Government, in a verbal or written form, during the past year. My representations have embraced proposals for the valuation of these rights by arbitrators, and their purchase by the United States Government. As for the definition of the possessions of the Company, and their protection against usurpation by the federal authorities, or for the summary acquisition of the said possessions by the Federal Government, for the sum of six hundred and fifty thousand dollars, I have, moreover, had the advantage of informally discussing these matters with Mr. Lane, of Oregon, and Mr. Stevens, late Governor of Washington Territory, who stated their intention of communicating their views to the Department of State. You will not be surprised, therefore, if I again recommend this subject to your attention, in the hope that the Government of the United States will secure to the Company the enjoyment of those rights which it possesses under the treaty of 1846, or make commensurate

compensation to the Company for the surrender of its property.

I have the honor to be, with the highest consideration, sir,
your most obedient humble servant,

NAPIER.

A—8.

DEPARTMENT OF STATE,
WASHINGTON, *June 7, 1860.*

Lord LYONS,

&c., &c., &c.:

MY LORD: I have the honor to acknowledge the receipt of your Lordship's letter of the 25th May, in which you inform me that "it is your duty, in obedience to the orders of her Majesty's Government, once more to call my attention to the question of the rights secured to the Hudson's Bay and Puget's Sound Company by the treaty signed at Washington upon the 15th June, 1846," and in which you refer to certain acts of the military authorities in the Department of Oregon, affecting, in your opinion, the rights and interests of the Company.

The President has learned with regret the occurrence of any circumstances which, in the opinion of her Majesty's Government, would seem to impair the faithful execution of any provisions of treaty of 1846. But, without attempting at present, to estimate the extent of the rights to which your Lordship refers, it is sufficient to say that the President does not recognize the right of any subordinate of any service to decide upon questions affecting the diplomatic engagements of this Government. I trust, therefore, that it will be satisfactory to you to learn that orders have been immediately despatched to the commander of the military division of Oregon, which will prevent effectually any interference with the servants of the Hudson's Bay Company, until their rights under the treaty shall be amicably adjusted between the two Governments.

The commander of the military division of Oregon has also been instructed to reinstate upon their lands, any of the servants of the Hudson's Bay Company, who may have been dispossessed by his action; and, should any loss have been sustained in consequence of the military orders issued by him, this Government will cheerfully make reasonable compensation upon proper proof. The President shares the anxiety of her Majesty's Government to see these questions settled, and your Lordship may rest assured that you will find at this Department every facility for their prompt, just, and amicable solution.

I have the honor to be, my Lord, with high consideration, your Lordship's obedient servant.

LEWIS CASS.

A—9.

WASHINGTON, *June 8, 1860.*

The Honorable LEWIS CASS,
&c., &c., &c.:

SIR: I have learned with great satisfaction, from the note which you did me the honor to address to me yesterday, that orders have been despatched to the commander of the military division of Oregon, which will effectually prevent any interference with the condition of the servants of the Hudson's Bay Company, until the question of the rights of the Company under the treaty of 1846 shall be amicably adjusted between our respective Governments.

I shall eagerly avail myself of the facilities which you are so obliging as to assure me that I shall find at the State Department for the prompt, just, and amicable solution of this question.

I have the honor to be, with the highest consideration, sir, your most obedient humble servant,

LYONS.

A—10.

DEPARTMENT OF STATE,
WASHINGTON, 26th November, 1860.

Lord LYONS, &c., &c., &c.:

MY LORD: I have the honor to acknowledge the receipt of your note of the 15th instant, referring to certain conversations at this department, in relation to the suspension, by army order, of the rent hitherto paid the Puget's Sound Company for the use of land upon which are erected the present United States barracks at Fort Steilacoom.

In reply, I enclose a copy of a letter from the War Department, which will explain itself; and in doing so, I must urge upon your lordship the advantage which would result from an early settlement of all the questions relating to the rights and interests of British subjects under the treaty. It has become absolutely necessary to extend the laws and regulations of the United States touching public lands over this Territory, and the particular question arising out of the rent of Fort Steilacoom is only one illustration out of many of the difficulty which belongs to the existing condition of uncertainty with regard to settlers.

Hoping that you will soon be enabled by instructions from your Government to make such propositions as will terminate this last open question between our respective Governments,

I am, my lord, with high consideration, your lordship's obedient servant,

LEWIS CASS.

A—11.

WASHINGTON, December 10th, 1860.

Honorable General LEWIS CASS,

Secretary of State, &c., &c., &c.:

SIR: In the note which you did me the honor to address me, on the 25th June last, you informed me that the Presi-

dent was equally solicitous with the Government of her Majesty for the amicable and satisfactory adjustment of the questions at issue between the two countries respecting the execution of the treaty signed at Washington, on the 15th of June, 1846. You added that the Government of the United States would be ready to receive and fairly to consider any proposition which her Majesty's Government might be disposed to make for a mutually acceptable adjustment, with an earnest hope that a satisfactory arrangement would speedily put an end to all danger of the recurrence of those grave questions which have more than once threatened to interrupt that good understanding which both countries have so many powerful motives to maintain.

The absence from England of her Majesty's Secretary of State for the Colonies prevented her Majesty's Government from enabling me to make an earlier reply to this communication. But her Majesty's Government have not relaxed in their desire to close the controversy with regard to the complete execution of the treaty; and in the confident hope of settling the whole matter in a manner satisfactory and honorable to both parties, they have directed me to lay before you the proposals, which I shall proceed to state in this note.

The two points which have been in discussion are, first, the fulfillment of the obligation undertaken by the United States in respect to the Hudson's Bay and Puget's Sound Companies, and, secondly, the determination of the line of water boundary intended by the first article of the treaty. With regard to the first point, the President said to me, in the course of a conversation which I had the honor of holding with him on the 11th of July last, that the best and most expeditious mode of settling the question would be for the Companies to state at once the lowest sum for which they would sell their rights to the United States.

Upon receiving from me a report of this conversation, Lord John Russell, her Majesty's principal Secretary of State for Foreign Affairs, sent for the Governor of the Hudson's Bay Company, and explained to him what the President had said to me on the subject of the Companies' claims.

The Governor informed Lord John Russell in reply, that if the Company were called upon to fix the amount which they should ask for the extinction of their claims, they should name a sum of six hundred and fifty thousand dollars, (\$650,000.) He observed that they had been assessed at seven hundred thousand dollars, and that in the United States, as in England, the assessment is always below the real value. The Governor added that this sum of six hundred and fifty thousand dollars would be an assessment on land and buildings alone, and would not include any compensation for privileges.

Considering all the circumstances, Lord John Russell recommended the Company to reduce their claim to five hundred thousand dollars, and this sum the Company have stated their readiness to accept.

I am accordingly instructed to state to you, sir, that if the United States Government will agree to pay to the Hudson's Bay and Puget's Sound Companies a sum of five hundred thousand dollars (\$500,000), in extinction of all their claims against the United States, under the treaty of June 15, 1846, her Majesty's Government will be prepared to accept that amount in behalf of the two Companies, and to release the United States Government from all further liability so far as regards their engagements to Great Britain under the third and fourth articles of that treaty in behalf of the Hudson's Bay and Puget's Sound Companies in Oregon, whether on account of land and buildings or on account of privileges mentioned in the aforesaid articles.

In reference to the line of the water boundary intended by the treaty, with respect to which, also, her Majesty's Government have been invited by the United States Government to make a proposition for its adjustment, I am instructed to inform you that her Majesty's Government are glad to reciprocate the friendly sentiments expressed in your note of the 25th of June, and will not hesitate to respond to the invitation which has been made to them.

It appears to her Majesty's Government that the arguments on both sides being nearly exhausted, and neither party hav-

ing succeeded in producing conviction on the other, the question can only be settled by arbitration.

Three questions would arise thereupon:

1st. What is to be the subject-matter of arbitration?

2d. Who is to be the arbiter?

3d. What is to be the result of the decision of the arbiter?

With regard to the first point her Majesty's Government are of the opinion that the question or questions to be referred should be what is the meaning of the words relating to the water boundary contained in article 1st of the treaty of June 15, 1846; or, if the precise line intended cannot be ascertained, is there any line which will furnish equitable solution of the difficulty and is the nearest approximation that can be made to an accurate construction of the treaty.

In considering these questions the arbiter might fairly consult all the correspondence on the subject, and weigh the testimony of the British and American negotiators of the treaty as to their intentions in framing the article; but he should not depart from the true meaning of the article as it stands if he can deduce it from the words agreed to by both parties, and consigned in a treaty ratified by both Governments.

2dly. Her Majesty's Government are of opinion that a reigning prince or sovereign state should be the arbiter. Her Majesty's Government propose, with this view, that the King of the Netherlands or the King of Sweden and Norway, or the President of the Federal Council of Switzerland should be invited to be the arbiter.

With regard to the third point, her Majesty's Government are desirous that this long controversy should not be again thrown loose for dispute. They, therefore, propose that both Governments shall bind themselves to accept the decision of the arbiter, whether he shall give a positive decision, or whether he shall declare that he cannot fix the precise meaning of the article in question, but that he has laid down on the chart a line which will furnish an equitable solution of the difficulty, and the nearest approximation he can make to an accurate construction of the words of the treaty.

Should these proposals be accepted, her Majesty's Govern-

ment flatter themselves that an equitable decision may be arrived at, and a long and dangerous controversy terminated in a manner consistent with the honor and the interest of both Governments.

I have the honor to be, sir, with the highest consideration,
your most obedient, humble servant,

LYONS.

A—12.

BRITISH COLUMBIA—No. 2.

*Copy of Dispatch from the Right Hon. Sir E. B. Lytton, Bart.,
to Governor Douglas.*

(No. 4.)

DOWNING STREET, *July 16, 1858.*

SIR: I have to acknowledge your dispatch No. 23, of the 19th May last,* enclosing a proclamation which you had issued on the subject of boats and vessels entering Frazer's river for trade, and reporting further on the state of the Couteau gold diggings.

The accounts which have reached her Majesty's Government from other quarters, as well as your own, afford abundant evidence of the critical nature of the circumstances in which you are placed. They have much satisfaction in reflecting that the maintenance of public order and of the rights of the Crown in that quarter is placed in the hands of an officer so vigilant, and so well acquainted with the country and the people as yourself; and you may rely on their support in the performance of this arduous duty, under the very peculiar difficulties of your position.

They are now engaged in conducting through Parliament a

* *Vide* page 11.

measure for the purpose of giving sanction of law to the steps which the Crown will be advised to take for the establishment of regular government and protection, both of the immigrants and the natives, as far as practicable, and they are also devising the means for affording you the support of a military force as soon as this can be effected.

In the meantime I must lay down a few rules for your guidance in the administration of the authority which has thus devolved on you.

In strict law your commission extends to Vancouver Island only; but you are authorized, under the necessity of the case, to take such measures, not inconsistent with the general rights of British subjects and others within her Majesty's dominions, as that necessity may justify.

I approve, therefore, of your having detached an officer of the customs from Vancouver Island (if the intention announced in your despatch was carried into execution,) for the purpose of preventing the landing in Frazer's river of articles prohibited under the customs laws to which you refer.

Subject to these restrictions, her Majesty's Government wish no obstacle to be interposed to the disembarkation of passengers and goods at the mouth of Frazer's river by foreign vessels.

But it is necessary to maintain the principle that the navigation of Frazer's river itself, above the mouth, is open in law to British vessels only. American or other foreign vessels, therefore, if admitted to navigate that river, (to which it is the desire of her Majesty's Government that no unnecessary obstacles should be interposed,) should be required to take a license from yourself, or such officer as you may delegate for the purpose.

But I must distinctly warn you against using the powers hereby entrusted to you in maintenance of the interests of the Hudson's Bay Company in the territory.

The Company is entitled, under its existing license, to the exclusive trade with the Indians, and possesses no other right or privilege whatever.

It is, therefore, contrary to law, and equally contrary to the distinct instructions which I have to convey to you, to exclude any class of persons from the territory, or to prevent any importation of goods into it, on the ground of apprehended interference with this monopoly; still more to make any governmental regulations subservient to the revenues or interests of the Company.

I am compelled, therefore, to disapprove and to disallow, if still in force, the proclamation of which your despatch transmitted a copy. To fit out boats and vessels to enter Frazer's river for trade is no "infringement of the Hudson's Bay Company," as that proclamation terms it. Such infringement only commences when any trading with the Indians is attempted, and no steps can rightfully be taken to put a stop to legal acts of this description, on the ground that they may be intended for ulterior purposes, infringing on private rights. For the same reason, to require a "license from the Hudson's Bay Company" of persons landing in the territory, is altogether unjustifiable.

I am obliged, for the same reason, to disapprove of the terms which you have proposed to the Pacific Mail Company. They ought not to be put under terms to "carry the Company's goods and no other;" nor ought they to be prevented from carrying persons not furnished with a gold-miner's license. Such license can be properly required of intending diggers on the ground, but not of persons merely seeking to land on the territory. Still less have the Hudson's Bay Company any right whatever to exact from passengers any fee or head-money, by way, as you term it, of "compensation."

Should, therefore, the Pacific Mail Company have assented to these terms, I must nevertheless require their being altered according to the tenor of these instructions for the future.

I am fully aware that before this despatch can reach you the state of things may have materially altered, and that some of these directions may have become inapplicable. Even in that case, however, they will serve as an indication of the general policy which it is the intention of her Majesty's Govern-

ment to pursue, and their wish that you should execute in this emergency. I hope by the next mail to be able to add to these directions.

I have, &c.,

(Signed)

E. B. LYTTON.

Governor DOUGLAS,

&c., &c.

BRITISH COLUMBIA—No. 3.

*Copy of Dispatch from the Right Hon. Sir. E. B. Lytton, Bart.,
to Governor Douglas.*

[CONFIDENTIAL.]

DOWNING STREET, July 16, 1858.

SIR: My public dispatch of this date will have shown you the high value which her Majesty's Government attach to your services, and at the same time will guard you against some of the errors into which you may be led by your position as an Agent of the Hudson's Bay Company, while at the same time an officer of her Majesty's Government.

I wish to inform you, confidentially, in addition, that a bill is in progress through Parliament to get rid of certain obstacles which interpose to prevent the Crown from constituting a government suited to the exigencies of so peculiar a case, over the territory now resorted to, according to report, by the multitudes whom the gold diggings on Frazer's river have attracted.

It proposes to appoint a governor, with a salary of. at least £1,000 per annum, to be paid for the present out of a Parliamentary vote. And it is the desire of her Majesty's Government to appoint you at once to that office, on the usual terms of a governor's appointment; namely, for six years at least, your administration of that office continuing to merit the approval of her Majesty's Government; this government to be held for the present in conjunction with your separate commission as Governor of Vancouver's Island.

With regard to the latter, I am not at this moment able to

specify the terms, as to salary, on which it may ultimately be held, but your just interests would of course not be overlooked.

The legal connection of the Hudson's Bay Company with Vancouver's Island, will shortly be severed by the resumption by the Crown of the grant of the soil. And their legal rights on the continent opposite terminates in May next, at all events by the expiry of her licence, if her Majesty should not be advised to terminate it sooner on the establishment of the new colony.

It is absolutely necessary, in their view, that the administration of the government, both of Vancouver's Island and of the main land opposite, should be intrusted to an officer or officers entirely unconnected with the Company.

I wish, therefore, for your distinct statement, as early as you can afford it, whether you are willing on receiving the appointment which is thus offered you, to give up within as short a time as may be practicable, all connection which you may have with that Company, either as its servant or a shareholder, or in any other capacity.

I make this proposal without discussing at present the nature and extent of your actual connections with that company, but with the acquiescence of the Governor of the Company, who has seen this despatch.

In the meantime, and awaiting your answer, it is my present intention, (liable only to be altered by what may transpire in future advices from yourself,) to issue a commission to you as governor; but you will fully understand that unless you are prepared to assure me that all connection between yourself and the Company is terminated, or in course of speedy termination, you will be relieved by the appointment of a successor.

I make this proposal briefly, and without unnecessary preface, being fully assured that you will understand, on the one hand that her Majesty's Government are very anxious to secure your services, if practicable, but, on the other, that it is quite impossible that you should continue to serve at once the Crown and the Company, when their respective rights and interests

may possibly diverge, and when at all events public opinion will not allow of such a connection.

I have, &c.,

(Signed)

E. B. LYTTON.

Governor DOUGLAS,

&c., &c.

BRITISH COLUMBIA—No. 5.

*Copy of Dispatch from the Right Hon. Sir E. B. Lytton, Bart.,
to Governor Douglas.*

[CONFIDENTIAL.]

DOWNING STREET, *July 31, 1858.*

SIR: As it is a matter of considerable importance, both to her Majesty's Government and yourself, that there should be a perfect understanding as to the terms on which, if you should so decide, you would assume office under imperial authority, I think it right to state, as it was omitted on the last occasion, that besides relinquishing directly or indirectly all connection with the Hudson's Bay Company, it will be indispensable to apply that condition equally to any interest you may possess in the Puget's Sound Company.

It is most probable that you have understood the offer contained in my confidential despatch of the 16th instant, in that sense; but I think it better now to guard against any possible misconception on the subject by this additional explanation.

It is due to you to add, that if, after reflection, you should entertain the persuasion that it will either not conduce to the public interests or your own to exchange your present position for that of Governor of British Columbia, the ability you have displayed whilst holding the office of Vancouver's Island, will not escape the recollection of her Majesty's Government, should it be your wish, on the expiration of the Hudson's Bay

Company license next year, to enter into service of the Crown in the colonies.

I have, &c.,

(Signed)

E. B. LYTTON.

Governor DOUGLAS,

&c., &c.

BRITISH COLUMBIA—No. 8.

Copy of Dispatch from the Right Hon. Sir E. B. Lytton, Bart., to Governor Douglas.

DOWNING STREET, August 14, 1858.

SIR: 1. I have to acknowledge the very important series of despatches of which the numbers and dates are specified in the margin, showing the manner in which you have continued to administer the government of the territory in which the recent discoveries of gold have taken place, and detailing the extraordinary course of events in that quarter.

2. Her Majesty's Government feel that the difficulties of your position are such as courage, judgment, and familiarity with the resources of the country and character of the people can alone overcome. They feel also that minute directions conveyed from this distance, and founded on an imperfect knowledge, are very liable to error and misunderstanding. On some points, however, you have yourself asked for approval and instructions; on others, it is absolutely necessary that the views of her Majesty's Government should be made clear to you.

3. As to the steps which you have already taken, I approve of the appointments which you have made and reported, of revenue officers, Mr. Hicks and Mr. Travailot, of Mr. Perrier, as justice of the peace, and Mr. Young as gold commissioner. I approve also, as a temporary measure, of the steps which you have taken in regard to the surveying department; but I have it in contemplation to send to the colony a head of that department from England.

4. I propose selecting in this country some person for the office of collector of customs; and shall send you also, at the earliest moment, an officer authorized to act as judge, and who, I trust, as the colony increases in importance, may be found competent to fill with credit and weight the situation of chief justice. I await your intimations as to the wants and means of the colony in this sudden rise of social institutions in a country hitherto so wild, in order to select such law advisers as you may deem the condition and progress of immigration more immediately require. And it is my wish, that all legal authorities connected with the government should be sent from home, and thus freed from every suspicion of local partialities, prejudices, and interests.

5. I highly approve of the steps which you have taken, as reported by yourself, with regard to the Indians. It is in the execution of this very delicate and important position of your duties that her Majesty's Government especially rely on your knowledge and experience, obtained in your long service under the Hudson's Bay Company. You may in turn rely on their support in the execution of such reasonable measures as you may devise for the protection of the natives, the regulation of their intercourse with the whites, and whenever such a work may be commenced, their civilization. In what way the fur-trade with the Indians may be henceforth carried on with the most safety, and with due care to save them from the demoralizing bribes of ardent spirits, I desire to know your views before you make any fixed regulations. No regulations giving the slightest preference to the Hudson's Bay Company will be in future admissible; but possibly, with the assent of the whole community, licenses for Indian trade, impartially given to all who would embark in it, might be a prudent and not unpopular precaution.

6. I approve of the measures which you have taken for raising a revenue by customs, and authorize their continuance.

7. I approve also of your continuing to levy license fees for mining purposes, requesting you, however, to adapt the scale of these fees to the general acquiescence of adventurers, and

leaving it to your judgment to change this mode of taxation, (as, for instance, into an export duty,) if it shall appear, on experience, to be unadvisable to continue it. But on this head I must give you certain cautions. In the first place, no distinction must be made between foreigners and British subjects, as to the amount per head of the license-fee required, (nor am I aware that you have proposed to do so.) In the second place, it must be made perfectly clear to every one that this license fee is levied, not in regard to any supposed rights of the Hudson's Bay Company, but simply in virtue of the prerogative of the Crown, (now confirmed by the act of Parliament transmitted to you, if this was necessary,) to raise such revenue as it thinks proper, in return for the permission to derive profits from the minerals on crown lands.

8. Farther, with regard to these supposed rights of the Hudson's Bay Company, I must refer you, in even stronger terms, to the cautions already conveyed to you by my former despatches. The Hudson's Bay Company have hitherto had an exclusive right to trade with Indians in the Frazer's River territory, but they have had no other right whatever. They have had no right to exclude strangers. They have had no rights of government, or of occupation of the soil. They have had no right to prevent or interfere with any kind of trading, except with Indians alone. * * * * * But to render all misconceptions impossible, her Majesty's Government have determined on revoking the Company's license, (which would itself have expired in next May,) as regards British Columbia, being fully authorized to do so by the terms of the license itself, whenever a new Colony is constituted.

The Company's private property will be protected, in common with that of all her Majesty's subjects; but they have no claim whatever for compensation for the loss of their exclusive trade, which they only possessed, subject to this right of revocation. The instrument formally revoking the license will shortly be forwarded to you.

9. With regard to the revenue received from licenses and customs, you will hold it for the present, to be expended on necessary expenses of the colony.

10. The immense resources which the information which reaches England every day, and is confirmed with such authority by your last despatch, assure me the colony possesses, and the facility for immediate use of those resources for the purpose of revenue, will at once free the mother country from those expenses which are adverse to the policy of all healthful colonization. * * * * *

You will bear the principle I have thus laid down perpetually in mind, so as to apportion the expenditure to the revenue, and not to allow the former to exceed the latter.

11. The most important objects to which the local revenue can be applied would seem to be, police, public works to facilitate landing and traveling, payment of the absolutely necessary officers, and above all surveying. But your own local judgment must mainly decide. You will render accurate accounts, to be both of receipts and expenditures, and you will probably find it necessary shortly to appoint a treasurer, which will be a provisional appointment.

You are authorized, if you think proper, to give, for the present, Government receipts in lieu of deposits of gold.

As to this point, I wish to have a more definite account of your proposal.

12. You are fully authorized to take such measures as you can for the transmission of letters and levying postage.

13. It appears by your despatch that the staff of surveyors you have engaged are at present employed on Vancouver's Island, the soil of which is as yet held under the expiring license of the Hudson's Bay Company; but it is British Columbia which now demands, and indeed may almost absorb the immediate cares of its Governor, and your surveyor may at once prepare the way for the arrival of the surveyor general appointed from hence, and of the sappers and miners who will be under his orders.

14. I now come to the important subject of future government. It is possible (although on this point I am singularly without information,) that the operations of the gold diggers will be, to a considerable extent, suspended during the winter, and that you will, therefore, have some amount of leisure to

consider the permanent prospects of the colony, and the best mode of administering its affairs.

You will be empowered both to govern and to legislate of your own authority; but you will distinctly understand that this is a temporary measure only. It is the anxious wish of her Majesty's Government that popular institutions, without which, they are convinced, peace and order cannot long prevail, should be established with as little delay as practicable, and until an Assembly can be organized, (which may be whenever a permanent population, however small, is established on the soil,) I think, as I have already stated in a former despatch, that your best course will probably be to form some kind of temporary council, calling in this manner to your aid such persons as the miners themselves may place confidence in.

15. You will receive additional directions along with your commission, when forwarded to you, and I have embodied in a separate despatch those regarding the very important question of the disposal of land.

16. Aware of the immediate demand on your time and thought connected with the pressing question of the immigration to the gold mines, I do not wish to add unnecessarily to the burden of duties so onerous, but as yet our Department has been left singularly in ignorance of much that should enter into considerations of general policy, and on which non-official opinions are constantly volunteered. Probably amongst the persons you are now employing, and in whose knowledge and exactitude you can confide, you might find some one capable of assisting, under your superintendence, in furnishing me, as early as possible, with a report of the general capacities of the harbors of Vancouver, of their advantages and defects, of the mouth of the Frazer's river as the site of the entry into British Columbia, apart from the island, and of the probabilities of a coal superior for steam purposes to that of island, which may be found in the mainland of British Columbia, and such other information as may guide the British Government to the best and readiest means of developing the various and the differing resources, both of the island and the mainland; resources which have so strangely been concealed for ages,

which are now so suddenly brought to light, and which may be destined to effect, at no very distant period, a marked and permanent change in the commerce and navigation of the known world.

The officers now engaged in the maritime survey will, probably, render great assistance to yourself and to her Majesty's Government in this particular.

17. I will only conclude with the general caution that inasmuch as your legal powers are as yet incomplete, it will be well that you should therein confine yourself as much as possible to the mere issue of regulations absolutely required, and not seek to carry into effect the Crown's general power of legislation until fully authorized thereto.

I have, &c.,

(Signed)

E. B. LYTTON.

Governor DOUGLAS,
&c., &c.

BRITISH COLUMBIA—No. 9.

*Copy of Despatch from the Right Hon. Sir E. Lytton, Bart.,
to Governor Douglas.*

DOWNING STREET, August 14, 1858.

SIR: Frequent inquiries are addressed to this office on the subject of the disposal of land in British Columbia to companies or private individuals in this country. In consequence of the ignorance in which, from the peculiar circumstances of the case, I am placed as to your views on a subject of such great importance to the future welfare of this new colony, I have forborne answering these inquiries or encouraging expectations which might not be realized. It is therefore very necessary that you should, at your earliest convenience, communicate to me the impressions which you entertain on this subject, accompanied by all the information which you can collect.

In the meantime you will take the following provisional rules to guide you.

1. With regard to the very important subject of the disposal of land, you are authorized to sell land merely wanted for agricultural purposes, (whenever a demand for it shall arise,) at such upset price as you may think advisable. I believe that a relatively high upset price has many advantages; but your course must, in some degree, be guided by the price at which such land is selling in neighboring American territories. But with regard to land wanted for town purposes, (to which speculation is almost certain to direct itself in the first instance,) I cannot caution you too strongly against allowing it to be disposed of at too low a sum. An upset price of at least £1 per acre is, in my opinion, absolutely required, in order that the local government may, in some degree, participate in the profit of the probable sale, and that mere land jobbing may be in some degree checked. Whenever a free legislature is assembled it will be one of its duties to make further provision on this head.

2. To open land for settlement gradually, not to sell beyond the limits of what is either surveyed or ready for immediate survey, and to prevent, as far as in you lies, squatting on unsold land. Mineral lands will require a special care and forethought, and I request your views thereon.

3. To keep a separate account of all revenue to be derived from the sale of land, applying it to the purposes, for the present, of survey and communication, which, indeed, should be the first charge on the land revenue; and you will, of course, remember that this will include the expense of the survey party, (viz, sappers and miners,) now sent out. I shall be anxious to receive such accounts at the earliest period at which they can be furnished.

4. Foreigners, as such, are not entitled to grants of waste land of the Crown in British colonies. But it is the strong desire of her Majesty's Government to attract to this territory all peaceful settlers, without regard to nation. Naturalization should therefore be granted to all who desire it, and

are not disqualified by special causes; and with naturalization the right of acquiring Crown land should follow.

5. You will pardon me if I enjoin on you as imperative, the most diligent care that in the sales of land there should not be the slightest cause to impute a desire to show favor to the servants of the Hudson's Bay Company. Parliament will watch with jealousy every proceeding connected with such sales; and I shall rely upon you to take every precaution which, not only impartial probity, but deliberate prudence can suggest, that there shall be no handle given for a charge, I will not say of favor, but of indifference or apathy to the various kinds of land jobbing, either to benefit favored individuals or to cheat the land revenue, which are of so frequent occurrence at the outset of colonization, and which it is the duty of her Majesty's Government, so far as lies in them, to repress.

I have, &c.,

(Signed)

E. B. LYTTON.

Governor DOUGLAS,

&c., &c.

CASE OF THE PUGET'S SOUND COMPANY.

B.—1.

GENERAL LAND OFFICE, *April 6, 1866.*

I, James M. Edmunds, Commissioner of the General Land Office, do hereby certify, that the annexed copy of letter and report of James Tilton, late surveyor general of Washington Territory, as found on pages 1 to 7 inclusive, is a true and literal exemplification from the files of this office.

In testimony whereof I have hereunto subscribed my name, and caused the seal of this office to be affixed, [SEAL.] at the city of Washington, on the day and year above written.

J. M. EDMUNDS,
Commissioner of the General Land Office.

OFFICE SURVEYOR GENERAL W. T.,
OLYMPIA, W. T., *8th December, 1859.*

COMMISSIONER GENERAL LAND OFFICE,
Washington city, D. C.:

SIR: In reply to your letter of 1st October last, directing me to call upon the agents of the Puget's Sound Agricultural Company for a verified copy of their charter, lists of the shareholders, and other information respecting the lands claimed by this Company in Washington Territory, and to make a report and decision thereon, I have the honor to enclose you the following papers:

Letters from William Fraser Tolmie, Esq., Agent Puget's

Sound Agricultural Company, dated Nisqually, W. T., 29th November and 2d December, 1859.

A verified copy of the Company's "deed of settlement," a certified copy of the lists of shareholders, plats of the Company's land claims at Nisqually and the Cowlitz, with declaration and affidavits certifying to their accuracy, and various affidavits regarding the occupation of the same, viz:

Affidavit regarding occupancy of Simon Plomondeau, Etienne Joyall, George Drew, Pierre St. Germain, George B. Roberts, John R. Jackson.

Copies of letters dated 11th April, 1853, to Surveyor General J. B. Preston, of Oregon, enclosing certificates from Messrs. Edgar and Linklater, of same date, and from Mr. M. T. Simmons, sworn to on the 7th December, 1859.

Printed correspondence of surveyor general relative to Hudson's Bay and Puget's Sound Agricultural Company's claims, dated 1856, published by the Territorial Legislature.

Statement of amounts paid as taxes on their claim at Nisqually, under protest, from the year 1852 until the year 1858, signed by Edward Huggins, agent Puget's Sound Agricultural Company.

Inventory of live stock and other property in 1846, signed by Edward Huggins, agent.

A certified copy of the description of the boundary lines of the Nisqually claims, signed by William F. Tolmie, Esq., agent, and also certified to by myself as a true copy of the original on file in my office, and received by me from the office of the surveyor general of Oregon, upon the erection of the separate surveying district of Washington Territory.

I respectfully beg leave to submit the following report:

There are but two claims in Washington Territory known as the Puget's Sound Agricultural Company's claims, one called the Nisqually, being bounded on the west by the shore of Puget's Sound, on the north by the forest lands south of the Puyallup river, on the east by the dense woods that extends thence to the Cascade mountains, and on the south [by] Nisqually river.

On this claim the Company have now several thousand sheep

in charge of shepherds, and perhaps a few hundred cattle, *feræ naturæ*.

The other claim, called the Cowlitz Farms, is near the forks of the Cowlitz river, and contains about 3,600 acres of highly arable lands.

The Nisqually claim consists of a very extensive plain, being generally prairie, with arable lands upon the bottoms or low swales of the prairie; but its general character is not fertile. It is considered admirably adapted to the raising of cattle and sheep; much of the land is also suitable for grain. The prairie is very irregular in shape, has many belts of timber in and through it, and a growth of small oaks of excellent quality for ship-building is thinly scattered over it.

The claim, as defined by the map, contains about 167,000 acres, of which about 80,000 acres is prairie or oak openings, and the rest a dense forest of fir, cedar, and other coniferous woods. The bottoms on the Nisqually and other large streams are very fertile.

The large and flourishing town of Steilacoom, containing about 300 inhabitants, the United States "Fort Steilacoom," which is the headquarters of the Puget's Sound Military District, situated about two miles from Steilacoom, and about 200 American settlers having farms in steady course of improvement, are upon this Nisqually claim of the Company.

Many of the old servants of the Hudson's Bay Company, and almost all of those of the Puget's Sound Agricultural Company, have long since become American citizens, by virtue of our naturalization laws, and are now residing upon farms within the alleged limits of the Puget's Sound Agricultural Company's Nisqually claim, under the former donation and present pre-emption laws.

To some extent the same is true in regard to the smaller claim at the Cowlitz. None of these American settlers have felt any doubt as to their rights, as against the Puget's Sound Agricultural Company. An early settlement of the matter is certainly most desirable, although practically the Company have long since withdrawn from a hopeless contest with the American settlers, and lately have sought to secure some of

the most desirable tracts, such as Fort Nisqually, and some cultivated farms, by causing their more trusted agents and employés to become naturalized, and take these choice farms in tracts of 160 acres each, as pre-emptors. This was apparently to save them from being so taken by those not in the confidence of the Company.

This Company does not appear to have any charter, nor do they exhibit any original derivation of title to lands, either from the British Crown or from the aborigines.

I consider that there is no provision by which British subjects can derive title except through the Crown.

There is no evidence of any attempt to derive title from the Crown, and I apprehend it was not competent under the joint occupation of this country, under the convention known as the Treaty of Joint Occupation, for either British subjects or citizens of the United States to legally acquire title to land from one only of three nations.

It does not appear from the "deed of settlement," or from any other proceeding or papers, that the Company had even taken possession of, or claimed by metes and bounds, the lands claimed since, until called upon in 1853, by Surveyor General Preston, of Oregon.

It appears that their occupation was like that of any other settlers upon wild lands, to be used as required at the time; and at the time the settlements were made by the Puget's Sound Agricultural Company, the only British subjects who could legally occupy the country were the Hudson's Bay Company, in its corporate capacity, and under its license.

It is in proof that at the treaty of 1846 the Puget's Sound Agricultural Company was in occupation of an indefinite range of land; that it had houses and sheep-folds, cattle-pens and some fencing and other improvements of use to the Company during their occupation, but not of a permanent character nor of particular value to the realty.

The 4th article of the treaty of 1846 certainly "confirms to the Puget's Sound Agricultural Company the farms, lands, and other property of every description whatsoever belonging to them;" but I do not think it was possible for any land to

belong to the Company at that date, and I am also unable to see how the title to land could be now granted under the terms of the treaty of 1846, or that this treaty could or did create a right which never existed before.

Therefore, I arrive at the conclusion that the Puget's Sound Agricultural Company have shown no color of title to the lands claimed, other than occupancy of an indefinite portion of them. Whether the Company are entitled to any compensation for the artificial value incident to the improvements thereon, I do not consider as within the purview of the instructions of your letter of the 1st October last, and consequently I have given no opinion on that subject.

But with regard to the lands claimed as belonging to the Puget's Sound Agricultural Company in Washington Territory, and known as the Nisqually claims and the Cowlitz Farms, I decide that those lands are, and should be, treated as public lands, and that the Puget's Sound Agricultural Company have no legal title thereto.

Very respectfully,

JAMES TILTON,
Surveyor General W. T.

B—2.

Pierre Lagace claims 640 acres of land in Lewis county, situate as follows, to wit: on the shores of Puget's Sound, north of Nisqually river, commencing from an oak tree marked, and running about west one mile, to an oak tree marked; thence about north one mile, to a stake in the ground; thence about east one mile, to a stake erected in Deer's lake; thence about south one mile, to an oak tree first mentioned; which he holds by personal occupancy.

Attest:

J. E. LONG, *Recorder.*

OREGON CITY, 28th April, 1846.

Endorsed across the face in red ink:

Abandoned by the personal request of W. F. Tolmie in favor of the Puget's Sound Company. (No date.)

Attest:

THEO. MAGRUDER, *Recorder.*

John Montgomery claims 640 acres of land in Lewis county, situate as follows, to wit: On the shores of Puget's Sound, north of Nisqually river, commencing from a pine tree marked, and running about north one mile, to a pine tree marked; thence about east one mile, to a pine tree marked; thence about south one mile, to an oak tree marked; thence about west one mile to starting point; which he holds by personal occupancy.

Attest:

J. E. LONG, *Recorder.*

OREGON CITY, 28th April, 1846.

Endorsed across the face in red ink:

Abandoned by the personal request of W. F. Tolmie in favor of the Puget's Sound Company, April 5, 1849.

Attest:

THEO. MAGRUDER, *Recorder.*

William H. McNeill claims 640 acres of land in Lewis county, situate as follows, to wit: On the shores of Puget's Sound, north of Nisqually river, commencing from a pine tree marked, and running about east one mile, to another pine tree marked; thence about south one mile, to a stake in the ground; thence about west one mile, to an oak tree marked; and thence about north one mile, to point of commencement; which he holds without personal occupancy.

Attest:

J. E. LONG, *Recorder.*

OREGON CITY, 28th April, 1846.

Endorsed across the face in red ink:

Abandoned by the personal request of W. F. Tolmie in favor of the Puget's Sound Company, April 5, 1849.

Attest:

THEO. MAGRUDER, *Recorder.*

William Pottinger claims 640 acres of land in Lewis county, situate as follows: On the shores of Puget's Sound, north of

Nisqually river, commencing from an oak tree marked, and running about north to an oak tree marked, one mile; thence about east one mile, to an oak tree marked; thence about south one mile, to a pine tree marked; thence about west one mile, to an oak tree marked; which he holds without personal occupancy.

Attest:

J. E. LONG, *Recorder.*

OREGON CITY, 28th April, 1846.

Endorsed across the face in red ink:

Abandoned by the personal request of W. F. Tolmie, in favor of the Puget's Sound Company, April 5, 1849.

Attest:

THEO. MAGRUDER, *Recorder.*

Thomas Wade claims 640 acres of land in Lewis county, situate as follows, to wit: North of Nisqually river, commencing from a pine tree marked, and running about north one mile, to a pine tree marked; thence about east one mile, to a pine tree marked; thence about south one mile, to a pine tree marked; and thence about west one mile, to starting point; which he holds without personal occupancy.

Attest:

J. E. LONG, *Recorder.*

OREGON CITY, 27th April, 1846.

Endorsed across the face in red ink:

Abandoned by the personal request of W. F. Tolmie, in favor of the Puget's Sound Company, April 5, 1849.

Attest:

THEO. MAGRUDER, *Recorder.*

Donald McAulay claims 640 acres of land in Lewis county, situate as follows, to wit: On the shores of Puget's Sound, north of Nisqually river, commencing from an oak tree marked, and running about north one mile, to a stake in the ground;

thence about west one mile, to a stake in the ground; thence about south one mile, to a pine tree marked; and thence about east one mile, to point of commencement; which he holds by personal occupancy.

Attest:

J. E. LONG, *Recorder*.

OREGON CITY, 28th April, 1846.

Endorsed across the face in red ink:

Abandoned by the personal request of W. F. Tolmie, in favor of the Puget's Sound Company, April 5, 1849.

Attest:

THEO. MAGRUDER, *Recorder*.

Thomas Linklater claims 640 acres of land in Lewis county, situate as follows, to wit: Commencing from the stake at Nisqually landing-place, forming southwestern boundary of W. F. Tolmie's claim, and running about south, following the indentation of the coast one mile, to a pine tree marked; thence about east one mile, to a pine tree marked; thence about north one mile, to a stake in the ground; and thence about west one mile, to starting point; which he holds by personal occupancy.

Attest:

J. E. LONG, *Recorder*.

OREGON CITY, 27th April, 1846.

Endorsed across the face in red ink:

Abandoned by the personal request of W. F. Tolmie, in favor of the Puget's Sound Company, April 5, 1849.

Attest:

THEO. MAGRUDER, *Recorder*.

George Blenkinsop claims 640 acres of land in Lewis county, situate as follows, to wit: Commencing from a stake driven into the ground, near the road from Fort Nisqually to McLeod's house, and running about north one mile, to an oak

tree marked; thence an easterly direction one mile, to a stake in the ground; thence about south one mile, to a stake in the ground; and finally about west one mile, to starting point; which he holds without personal occupancy.

Attest:

J. E. LONG, *Recorder.*

OREGON CITY, 27th April, 1846.

Endorsed across the face in red ink:

Abandoned by the personal request of W. F. Tolmie, in favor of the Puget's Sound Company, April 5, 1849.

Attest:

THEO. MAGRUDER, *Recorder.*

Augustus Wellings claims 640 acres of land in Lewis county, situate as follows, to wit: On the shores of Puget's Sound, north of Nisqually river, commencing from a pine tree marked, and running about north one mile to an oak tree marked; thence about east one mile to a pine tree marked; thence about south one mile to a pine tree, and thence about west one mile to point of commencement; which he holds by personal occupancy.

Attest:

J. E. LONG, *Recorder.*

OREGON CITY, 28th April, 1846.

Endorsed across the face in red ink:

Abandoned by the personal request of W. F. Tolmie, in favor of the Puget's Sound Company. (No date.)

Attest:

THEO. MAGRUDER, *Recorder.*

Joseph Maurice claims 640 acres of land in Lewis county, situate as follows, to wit: Commencing from a stake driven into the ground on the shores of Puget's Sound, north of Nisqually river; thence running about north one mile to a marked stake; thence about east one mile to a stake; thence about

south one mile to a marked stake; and, lastly, about west one mile to starting point; which he holds without personal occupancy.

Attest:

J. E. LONG, *Recorder.*

OREGON CITY, 28th April, 1846.

Endorsed across the face in red ink:

Abandoned by the personal request of W. F. Tolmie, in favor of the Puget's Sound Company, April 5, 1849.

Attest:

THEO. MAGRUDER, *Recorder.*

Narcisse Fallardeans claims 640 acres of land in Lewis county, situate as follows, to wit: On the shores of Puget's Sound, north of Nisqually river, commencing from an oak tree marked, and running about north one mile to an oak tree marked; thence about east one mile to an oak tree marked; thence about south to a pine tree; thence about west one mile to point of commencement; which said claim is held by personal occupancy.

Attest:

J. E. LONG, *Recorder.*

OREGON CITY, 28th April, 1846.

Endorsed across the face in red ink:

Abandoned by the personal request of W. F. Tolmie, in favor of the Puget's Sound Company, April 5, 1849.

Attest:

THEO. MAGRUDER, *Recorder.*

Charles Dodd claims 640 acres of land in Lewis county, situate as follows, to wit: On the shores of Puget's Sound, north of Nisqually river, commencing from an oak tree marked, and running about north one mile to a stake in the ground; thence about west one mile to a pine tree marked; thence

about south one mile to a stake in the ground; and thence about east one mile to starting point; which he holds without personal occupancy.

Attest:

J. E. LONG, *Recorder.*

OREGON CITY, 28th April, 1846.

Endorsed across the face in red ink:

Abandoned by the personal request of W. F. Tolmie, in favor of the Puget's Sound Company, April 5, 1849.

Attest:

THEO. MAGRUDER, *Recorder.*

William Fraser Tolmie claims 640 acres of land in Lewis county, situate as follows, to wit: Commencing from a stake marked and driven into the ground at the southern extremity of the flat ground at Fort Nisqually landing-place, and running from thence along the line of coast half a mile in a northerly direction to a pine tree marked; thence two miles in an easterly direction to a pine stump marked; thence about half a mile (across Squallitch stream) to a pine tree marked, in a southerly direction; and, lastly, about west two miles to point of commencing; which he holds by personal occupancy.

Attest:

J. E. LONG, *Recorder.*

OREGON CITY, 27th April, 1846.

Endorsed across the face in red ink:

Abandoned by the personal request of the claimant, in favor of the Puget's Sound Company, April 5, 1849.

Attest:

THEO. MAGRUDER, *Recorder.*

Edward Alin claims 640 acres of land in Lewis county, situate as follows, to wit: Commencing from the pine stump forming the northeast boundary of W. F. Tolmie's claim, and

running about north one mile contiguous to John Kennedy's claim to a marked stake; thence about east one mile to a stake in the ground and marked; thence about south, to a pine tree marked, one mile; and thence about west one mile to pine stump aforesaid; which he holds by personal occupancy.

Attest:

J. E. LONG, *Recorder.*

OREGON CITY, 27th April, 1846.

Endorsed across the face in red ink:

Abandoned by the personal request of Wm. F. Tolmie, in favor of the Puget's Sound Company, April 5, 1849.

Attest:

THEO. MAGRUDER, *Recorder.*

John Wark claims 640 acres of land in Lewis county, situate as follows, to wit: Commencing from a marked stake driven into the ground along southern line of William F. Tolmie's claim, and running from thence about south one mile to a pine tree marked; thence about east one mile to an oak tree marked; thence about north one mile to an oak tree marked; and thence about west one mile to starting point; which he holds by personal occupancy.

Attest:

J. E. LONG, *Recorder.*

OREGON CITY, 27th April, 1846.

Endorsed across the face in red ink:

Abandoned by the personal request of Wm. F. Tolmie, in favor of the Puget's Sound Company, April 5, 1849.

Attest:

THEO. MAGRUDER, *Recorder.*

John Kennedy claims 640 acres of land in Lewis county, situate as follows, to wit: Commencing from a stake in the ground along northern boundary of W. F. Tolmie's claim, and

running about north one mile to a pine tree marked; thence about east one mile to a stake in the ground; thence about south one mile to the pine stump forming the northeast boundary of W. F. Tolmie's claim; about west one mile to point of commencement; which he holds without personal occupancy.

Attest:

J. E. LONG, *Recorder.*

OREGON CITY, 27th April, 1846.

Endorsed across the face in red ink:

Abandoned by the personal request of Wm. F. Tolmie, in favor of the Puget's Sound Company, April 5, 1849.

Attest:

THEO. MAGRUDER, *Recorder.*

Bazil Brousseau del la Fleur claims 640 acres of land in Lewis county, situate as follows, to wit: On the shores of Puget's Sound, north of Nisqually river, commencing from an oak tree marked, and running about north one mile to a pine tree marked; thence running about west one mile to an oak tree marked; thence about south one mile to an oak tree marked; thence about east one mile to starting point; which he holds by personal occupancy.

OREGON CITY, 28th April, 1846.

Attest:

J. E. LONG, *Recorder.*

Endorsed across the face in red ink:

Abandoned by the personal request of W. F. Tolmie, in favor of the Puget's Sound Company, April 5, 1849.

Attest:

THEO. MAGRUDER, *Recorder.*

Oride Allard claims 640 acres of land, situate as follows, to wit: On the shores of Puget's Sound, north of Nisqually river, commencing from a pine tree marked and running about

north one mile to a pine tree marked; thence about west one mile to an oak tree marked; thence about south one mile to a pine tree marked, and thence about east one mile to starting point; which he holds by personal occupancy.

OREGON CITY, 28th April, 1846.

Attest:

J. E. LONG, *Recorder.*

Endorsed across the face in red ink:

Abandoned by the personal request of W. F. Tolmie in favor of the Puget's Sound Company, April 5, 1849.

Attest:

THEO. MAGRUDER, *Recorder.*

STATE OF OREGON, DEPARTMENT OF STATE.

To all to whom these presents shall come, greeting:

I, SAMUEL E. MAY, Secretary of State of the State of Oregon, hereby certify the foregoing to be a correct copy and transcript of the entire original record entries of the notice of claims of Pierre Lagace, John Montgomery, Wm. H. McNeill, William Pottinger, Augustus Wellings, Joseph Maurice, Narcisse Fallardeans, Charles Dodd, Thomas Wade, Donald McAulay, Thomas Linklater, George Blenkinsop, William Fraser Tolmie, Edward Alin, John Wark, John Kennedy, Bazil Brousseau de la Fleur, and Ovide Allard, and the abandonment of the same, as the same are recorded in pages 10, 11, 12, 13, 14, 15, and 16 in book No. 2 of the Land-Claim Record, kept under the provisional government of Oregon, which said book and original record are now in my possession as lawful custodian thereof. I further certify that after diligent search for the same I am unable to find in said records any further notice of any other claim in which the Puget's Sound Company have or had, or claim to have, any interest under the laws of such provisional government.

In testimony whereof I hereunto sign my name and
 [SEAL.] affixed the seal of the State of Oregon, this 19th day
 of December, A. D. 1866.

SAMUEL E. MAY,
Secretary of State.

B—3.

OFFICE A. A. Q. M.,
FORT STEILACOOM, W. T., *July 26, 1859.*

GENERAL:

Referring to the existing unsettled questions involved in the rights of property to the large tract of land in this Territory claimed by the Puget's Sound Agricultural Company, under the latitudinous interpretation of the fourth article of the treaty between the United States and Great Britain, concluded 15th June, 1846, and to the reported immediate adjustment and determination of those rights in question by our Government, I would most respectfully call your attention to Fort Steilacoom military reservations, and also to the "public landing" on the beach of Puget's Sound, where convenience requires that some of the supplies for this garrison should be delivered.

When this post was first established, (some ten years since,) in the then great uncertainty about the extent and validity of the claims of the said Company, four old log houses, occupying part of the ground selected for the post, were hired for the public service at \$600 per annum, from the agent of that Company, under his general claim covering from 80,000 to 100,000 acres of land in this county of Pierce; a convenient landing on the contiguous beach was designated by the officer in charge, and a good wagon road to it, about $1\frac{1}{4}$ miles in length, was constructed by the troops of the garrison.

When it became necessary, from the large and increasing importance of the post, as a military station, to erect new quarters in 1857, these four old log houses were torn down as utterly dilapidated and worthless. The agent of the Puget's Sound Agricultural Company, however, then claimed ground-rent, and as no action had been taken by our Government in the matter, an agreement was entered into with him, dated July 30, 1857, (a copy of which is in your office,) for the lease of a tract of land containing 640 acres, to be used as a military reservation, for the yearly rent of six hundred dollars, said

rent to be paid quarterly, unless disapproved or discontinued by the Quartermaster General of the United States Army. The lease is for ten years, and has been approved and sanctioned by General Clark, the then commanding officer of this department.

This claim of the Puget's Sound Agricultural Company is now dotted over with many squatters, who, regardless of the assumption of ownership by the said Company, occupy and cultivate numerous tracts of land, intending, it is understood, eventually to claim as pre-emptors, although our Government has hitherto permitted a *quasi* or indirect recognition of the claim of this Company, so far as to instruct the surveyor general of the Territory not to have public surveys made of any portion of the district of country embraced by this claim.

This military reservation, now under lease from the agent of the said Company, is not free from squatters, and one of them has attempted to assume ownership over the "public landing" required for the use of the post, and has prohibited the landing there of Government supplies. I enclose you herewith copies of my two letters to this latter individual, to neither of which have I as yet received a reply.

Under the peculiar circumstances of the case, therefore, in order to preclude all future disputes and controversies, I would most respectfully but urgently recommend that in the disposition by our Government of the land claim in question, this military reservation be officially and formally declared such, by its present metes and bounds, and that the said landing, near the mouth of Steilacoom creek, be included in the military reservation, and the road leading thereto declared a military road; and, in view of the grave doubts and uncertainty as to whether the said Puget's Sound Agricultural Company have any manorial rights, at least beyond those in present actual use and occupation, I would also take the liberty to recommend that I be directed to cease paying the agent of the said Company for the present ground-rent, until further instructions may be given on the subject.

Hoping the above may meet with your approval, I have the

honor to be, General, with much respect, your most obedient servant,

E. J. HARVIE,
1st Lieut. 9th Inf^y, A. A. Q. M.

Maj. Gen'l T. S. JESSUP,
Q. M. G. U. S. A., Washington city, D. C.

B—4.

SUPREME COURT OF THE UNITED STATES, No. 73.

The Puget's Sound Agricultural Company, Plaintiff in Error,
vs. The County of Pierce.

IN ERROR TO THE SUPREME COURT OF WASHINGTON TERRITORY.

UNITED STATES OF AMERICA, ss :

The President of the United States to the Honorable the Judges of the Supreme Court of the Territory of Washington, greeting :

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said supreme court before you, between the Puget's Sound Agricultural Company and the County of Pierce, a manifest error hath happened, to the great damage of the said Puget's Sound Agricultural Company, as by their complaint appears, we being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the second Monday of December next, in the said Supreme Court, to be then and there held, that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein, to correct that error, what of right

and according to the laws and customs of the United States should be done.

Witness the honorable Roger B. Taney, Chief Justice of the said Supreme Court, the 20th day of January, in the year of our Lord one thousand eight hundred and sixty-two.

[SEAL.]

RICHARD LANE,

Clerk of the Supreme Court of the Territory of Washington.

Allowed this 20th day of January, A. D. 1862.

(Signed)

C. C. HEWITT,

Chief Justice of W. T.

(Signed)

E. P. OLIPHANT,

Associate Justice of W. T.

TERRITORY OF WASHINGTON, }
Office Clerk Supreme Court, } ss:

I, Richard Lane, clerk of the supreme court of the Territory of Washington, do hereby certify that the foregoing is a full, true, complete, and correct copy of the original writ of error in the case of the Puget's Sound Agricultural Company vs. Pierce county, filed in my office on the 21st day of January, A. D. 1862.

In testimony whereof, I have hereunto set my hand and affixed the seal of the supreme court of the Territory of Washington, at Olympia, W. T., on this 29th day of August, A. D. 1862.

[SEAL.]

RICHARD LANE,

Clerk Sup. Court of Wash. Territory.

The United States of America to the county of Pierce, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, on the second Monday of December next, pursuant to a writ of error filed in the clerk's office of the supreme court of the Territory of Washington, wherein the Puget's Sound Agri-

cultural Company is plaintiff in error and you are defendant in error, to show cause, if any there be, why judgment rendered against the said plaintiff in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable C. C. Hewitt, chief justice of the supreme court of the Territory of Washington, this 20th day of January, in the year of our Lord one thousand eight hundred and sixty-two.

(Signed)

C. C. HEWITT, *C. J. W. T.*

(Signed)

E. P. OLIPHANT,

Asso. Jus. S. Court W. T.

On this 29th day of January, in the year of our Lord one thousand eight hundred and sixty-two, personally appeared Thomas Prather before me, the subscriber, a United States commissioner, and makes oath that he delivered a true copy of the within citation to George Gallagher, auditor of Pierce county.

(Signed)

THOMAS PRATHER,

(Signed)

R. M. WALKER,

U. S. Com. 2d Jud'l. Dist., W. T.

TERRITORY OF WASHINGTON, }
Office Clerk Supreme Court, }^{ss}:

I, Richard Lane, clerk of the supreme court of the Territory of Washington, do hereby certify that the foregoing is a full, correct, and complete copy of the original citation in the case of the Puget's Sound Agricultural Company vs. Pierce County, filed in my office on the 21st day of January A. D. 1862.

In testimony whereof, I have hereunto set my hand and
[SEAL.] affixed the seal of the said supreme court of Washington Territory, at Olympia, on this 29th day of August, A. D. 1862.

RICHARD LANE,

Clerk Supreme Court of Washington Territory.

Know all men by these presents, that we, John R. Fleming, U. G. Warbass, Jos. Cushman, and Isaac Lightner, are held and firmly bound unto the county of Pierce in the full and just sum of twelve thousand dollars, to be paid to the said county of Pierce or its certain attorney, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents.

Sealed with our seals and dated this twentieth day of January, in the year of our Lord one thousand eight hundred and sixty-two.

Whereas lately, at a term of the supreme court for the Territory of Washington, begun and held at Olympia, on the first Monday of December, 1861, in a suit depending in said court between the Puget's Sound Agricultural Company and the county of Pierce, a judgment was rendered against the said Puget's Sound Agricultural Company, and the said Puget's Sound Agricultural Company having obtained a writ of error and filed a copy thereof in the clerk's office of the said court to reverse the judgment in the aforesaid suit, and a citation directed to the said county of Pierce, citing and admonishing to be and appear at a Supreme Court of the United States to be holden at Washington, the second Monday of December next:

Now, the condition of the above obligation is such, that if the said Puget's Sound Agricultural Company shall prosecute their said writ of error to effect, and answer all damages and costs if they fail to make their plea good, then the above obligation to be void; else to remain in full force and virtue.

(Signed)	JNO. R. FLEMING,	[Seal.]
	U. G. WARBASS,	[Seal.]
	JOS. CUSHMAN,	[Seal.]
	ISAAC LIGHTNER,	[Seal.]

Sealed and delivered in the presence of—

B. F. KENDALL,
R. M. WALKER.

Examined and approved this 20th day of January, 1862.

(Signed) C. C. HEWITT, *C. J. of W. T.*

TERRITORY OF WASHINGTON, }
 Office Clerk Supreme Court, } ss:

I, Richard Lane, clerk of the supreme court of Washington Territory, do hereby certify that the foregoing is a full, true, complete, and correct copy of the original bond filed in my office on the 21st day of January, 1862, in the case of the Puget's Sound Agricultural Company *versus* Pierce County, as fully as the same remains of record and on file in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of the supreme court of Washington Territory, at Olympia, W. T., on this 29th day of August, 1862.

- RICHARD LANE,
Clerk Sup. Court Washington Territory.

William F. Tolmie, agent and member of the Puget's Sound Agricultural Company, comes now, at this May term, A. D. 1859, of the honorable commissioners' court for Pierce county, Washington Territory, and moves the court to correct the assessment roll, by striking therefrom so much as is assessed against said Company for the year 1859 upon lands claimed in Pierce County by said Company under the treaty of 1846 with Great Britain, and assigns for grounds the following reasons:

1st. The treaty of 1846, upon which said Company base their right to hold lands in said county, does not confirm to the Company lands, but contains a contract that the lands to them belonging shall be confirmed, or purchased at a fair valuation, and that the United States Government has not by any subsequent act confirmed to said Company the said lands.

2d. A large portion of the land claimed by said Company in said county, and upon which said assessment is made, is now occupied by citizens of the United States, claiming to hold the same under the donation law; that said citizens hold the said land adversely to and against the interests of said

Company; and that said Company is not now in anywise benefited by the said land so held by said citizens.

3d. The levying and collection of said tax upon said lands is in direct contravention of the provisions of the organic act, in this, it is not equal and uniform.

(Signed)

WM. F. TOLMIE, *Agt., &c.*,
By FRANK CLARK, *Att'y.*

TERRITORY OF WASHINGTON, } ss:
County of Pierce,

Personally appeared before me, the undersigned, Wm. F. Tolmie, who, being first duly sworn, says that the facts set forth in the foregoing application for correcting of assessment roll are true, to the best of his knowledge and belief.

(Signed)

WM. F. TOLMIE,

Subscribed and sworn to before me this 5th day of May, 1859.

(Signed)

HENRY E. BRADLEY,
Auditor Pierce County, W. T.

I hereby certify that the foregoing is a full, true, and correct copy of the original on file in this office.

In witness whereof I have hereunto set my hand and affixed the adopted seal of the honorable board of county commissioners' court of Pierce county, Washington Territory, this 12th day of September, A. D. 1856.

(Signed)

GEO. GALLAGHER,
Auditor Pierce County.

Estimated average of land under fence claimed by the Puget's Sound Agricultural Company in Pierce county, Washington Territory:

At Fort Nisqually	160 acres.
Muck	200
Elk Plain	150

Ashland	40 acres.
Cowies	60
Kulkulch	20
Treehatchi	20
Sastuck	90
	<hr/>
	740
	<hr/>

At Tithlow, (formerly Mr. Dean's residence,) improved by the Company, but from whence they are forcibly debarred, 80. Unable to say, without reference to books, what extent of enclosure there was at certain of the above-named places prior to the date of the boundary treaty in 1846.

(Signed)

W. F. TOLMIE,
Agent Puget's Sound Agricultural Co.

STELLACOOM, P. C., W. T.,
COUNTY COMMISSIONERS' COURT-HOUSE,
SATURDAY, *May 7, 1859.*

I hereby certify that the foregoing is a true, full, and correct copy of the original in this office.

In witness whereof I have hereunto set my hand and [SEAL.] the adopted seal of the commissioners' court of Pierce county, this 12th day of September, A. D. 1859.

(Signed)

GEO. GALLAGHER,
Auditor Pierce County, W. T.

William F. Tolmie, agent and member of the Puget's Sound Agricultural Company, comes now, at the May term, A. D. 1859, of the honorable commissioners' court of Pierce county, Washington Territory, and moves the court to correct the assessment roll, by striking therefrom so much as is assessed against said Company for the year 1859 upon lands belonging to said Company, and assigns for grounds the following reasons:

The levying and collection of said tax on lambs is in direct

contravention of the provisions of the organic act, in this, that it is not equal and uniform, the young of no other domestic animal save the sheep being in this county subject to taxation, whilst in every other county of the Territory the young of all descriptions of live stock are, until one year old, exempt from taxation.

(Signed)

WILLIAM F. TOLMIE,
Agent and Member P. S. A. Co.

STELLACOOM, W. T., *May 22, 1859.*

I hereby certify that the foregoing is a full, true, and correct copy of the original on file in this office.

In witness whereof I have hereunto set my hand and affixed the adopted seal of the commissioners' court of
[SEAL.] Pierce county, Washington Territory, this 12th day of September, A. D. 1859.

(Signed)

GEO. GALLAGHER,
Auditor Pierce County, W. T.

Motion to amend, pending motion for correction of assessment roll so far as relates to land tax of Puget's Sound Agricultural Company, &c.

Said Puget's Sound Agricultural Company moves to amend said motion by adding to first reason assigned, "and that said Company have not now such an interest in said land as renders them subject to taxation."

Dated MAY 23, 1859.

(Signed)

FRANK CLARK,
Attorney for Puget's Sound Agricultural Co., &c.

I hereby certify that the foregoing is a full, true, and correct copy of the original motion on file in this office.

In witness whereof I have hereunto set my hand and affixed the adopted seal of the commissioners' court of
[SEAL.] Pierce county, Washington Territory, this 12th day of September, A. D. 1859.

(Signed)

GEO. GALLAGHER,
Auditor, Pierce County, W. T.

COMMISSIONERS' COURT, MAY TERM, 1859.

MONDAY, *June 4.*

Present: Messrs. Chambers, Murry, and Downey.

Consideration of motion to correct assessment roll. Doctor W. F. Tolmie, agent and member, &c., being asked what quantity of lands were surveyed and claimed by the Puget's Sound Agricultural Company, answered that the Company surveyed and claimed about 161,000 acres, as estimated by Surveyor General Tilton and himself, said estimate being made from a plat of the survey on file in the Surveyor General's office.

He being further asked the value of said lands, for answer said he refused to place any valuation on them whatever, and verbally protested against the assessing and taxing said lands.

It was thereupon ordered by the court that the lands be valued at one dollar per acre, and that they be assessed at that rate.

I hereby certify that the foregoing is a true, full, and correct copy of the record.

In witness whereof I have hereunto set my hand and [SEAL.] the adopted seal of the commissioners' court, this 15th day of September, A. D. 1859.

(Signed)

GEO. GALLAGHER,

Auditor of Pierce County, W. T.

*To the Honorable the Board of Commissioners of Pierce County,
Washington Territory :*

GENTLEMEN: You are hereby notified that the Puget's Sound Agricultural Company appeal from the decision rendered by your honorable board upon the motion filed May 5, 1859, and amendment thereto filed May 23, 1859, for the correction of assessment roll so far as relates to tax assessed against said Company for the year 1859, upon lands claimed in said county of Pierce under the treaty of 1846 with Great Britain; and that the said appeal will come on to be heard at the next Sep-

tember term of the district court in and for said county of Pierce.

STELLACOOM, *June 9, 1859.*

(Signed)

WM. F. TOLMIE,

Agent, &c., Puget's Sound Agricultural Co.

I hereby certify that the foregoing is a full, true, and correct copy of the original notice on file in this office.

In witness whereof I have hereunto set my hand and affixed the adopted seal of the board of county commissioners of Pierce county, Washington Territory, this 12th day of September, A. D. 1859.

[SEAL.]

(Signed)

GEO. GALLAGHER,

Auditor Pierce County, W. T.

Know all men by these presents that we, William F. Tolmie, agent and member of the Puget's Sound Agricultural Company, as principal, and Andrew F. Byrd and O. P. Meeker, as sureties, are held and firmly bound unto the board of commissioners of the county of Pierce, Washington Territory, and to their successors in office, for and in behalf of said county, in the sum of two thousand eight hundred and seventeen dollars and fifty cents, lawful money of the United States, to be paid to the said commissioners or to their successors in office, for the use of said county or its assigns, for which payment, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, and administrators.

Sealed with our seals and dated this 9th day of June, A. D. 1859.

Whereas the condition of the above obligation is such, that William F. Tolmie, agent and member of the Puget's Sound Agricultural Company, has appealed to the next September term of the district court for Pierce county, W. T., from the decision rendered by the board of commissioners of Pierce county, W. T., upon a motion filed May 5, 1859, and amendment thereto filed May 22, 1859, for the correction of assessment roll so far as relates to the tax assessed against said

Company for the year 1859, upon land claimed in said county of Pierce under the treaty of 1846 with Great Britain: Now, therefore, if the said William F. Tolmie, agent and member as aforesaid, shall pay, or cause to be paid, all costs that shall be adjudged against said appellant on said appeal, then this obligation shall be void; otherwise to remain in full force and virtue.

WILLIAM F. TOLMIE, *Agent, &c.*, [SEAL.]
 ANDREW F. BYRD, [SEAL.]
 O. P. MEEKER, [SEAL.]

In presence of—

GEO. GALLAGHER,
 W. H. WOOD.

I hereby certify that the foregoing is a full, true, and correct copy of the original bond on file in this office.

In witness whereof I have hereunto set my hand and affixed the adopted seal of the honorable board of commissioners' court of Pierce county, Washington Territory, this 12th day of September, A. D. 1859.

(Signed)

GEO. GALLAGHER,
Auditor Pierce County, W. T.

Motion to Dismiss.

DISTRICT COURT FOR PIERCE COUNTY, WASHINGTON TERRITORY,
 MARCH TERM, 1860.

PUGET'S SOUND AG'L Co., appellants,
vs.
 COMMISSIONERS OF PIERCE Co., W. T., respondents. }

Respondents, by counsel, moved the court to dismiss the appeal in the above case, and assign for cause thereof—

1st. That this court has no jurisdiction of the case; because—

1st. The parties appellant are subjects of a foreign power and not citizens of the United States.

2d. That they are non-residents of the United States and this Territory.

3d. They are a foreign association or joint-stock company.

(Signed)

GARFIELDE, *for Respondents.*

Motion overruled. Exception taken by counsel, and exception allowed.

(Signed)

O. B. McFADDEN,
C. J. and J. of P. Co. Court.

MARCH 29, 1860.

Appeal from the Court of County Commissioners for the County of Pierce.

IN THE DISTRICT COURT OF PIERCE COUNTY, SEPTEMBER T., 1859.

PUGET'S SOUND AG'L Co. }
vs. }
THE COUNTY OF PIERCE. }

It is admitted upon the part of the appellants as follows:

1st. That the appellants have claimed to be the owners of the lands on which they are required to pay taxes by the appellee, and that they have had the same surveyed and platted, and the plat thereof has been by them filed in the office of the surveyor general for the Territory of Washington.

2d. That the Government of the United States, in surveying the lands adjacent to the said claim of appellants, has stopped the section lines at the boundaries of said claim, and has not included the same in the public survey.

3d. That a portion of the land included within the boundaries of said claim has been occupied as a military station by the Government of the United States, said Government paying rent therefor to said appellants.

4th. That said appellants have attempted to eject, by process of law, persons occupying a portion of said land, and claiming the same under the provisions of the donation law.

It is admitted by the appellee as follows:

1st. That a large portion of the lands, for which said Com-

pany are taxed, are unenclosed lands, and a portion thereof is occupied and claimed by citizens of the United States, claiming the same adversely to the appellants and under, as they allege, the provisions of the donation law.

2d. That American citizens in the county of Pierce, who have lived over four years on their donation claims, have not been taxed for the same, although they are outside of the claim of the appellants, nor is there any tax levied on any real estate in said county other than the lands of said appellants.

3d. The Government of the United States has not designated the metes and bounds of the claim of the Puget's Sound Agricultural Company except by recognizing those set out by the Company in its instructions to the surveyor general.

4th. That the land occupied by the Government of the United States as a military station, and for which rent was paid to said appellants, had some old buildings situated thereon which have since been torn down, the said Government still occupying said land and paying rent therefor.

(Signed)

WALLACE & CHENOWETH,

Att'ys for Appellants.

(Signed)

SMITH & GARFIELDE,

Att'ys for Appellee.

Additional Facts agreed upon by Counsel in the above Cause, to be filed and used upon the hearing.

DISTRICT COURT OF PIERCE COUNTY, WASHINGTON TERRITORY,
MARCH TERM, 1860.

PUGET'S SOUND AG'L Co., appellants, }
vs. }
PIERCE COUNTY, respondent.

1st. It is agreed that the Puget Sound Agricultural Company was organized in Great Britain, and has remained and continued a foreign association, joint-stock company, or corporation.

2d. That the members of said company, or a majority thereof, were and still continue to be non-residents of the United States and subjects of a foreign government.

(Signed)

S. GARFIELDE,
Att'y for Respondent.

(Signed)

W. H. WALLACE,
Att'y for Appellant.

Appeal from the Decree of Taxation of the County Commissioners for the County of Pierce, Washington Territory.

IN THE DISTRICT COURT FOR PIERCE COUNTY, WASHINGTON TERRITORY, SEPTEMBER TERM, 1859.

PUGET'S SOUND AG'L Co., appellants, }
vs. }
PIERCE COUNTY, WASH. TERR'Y, appellee. }

This cause came on to be heard on an agreed statement of facts, and was argued by counsel.

On consideration whereof, it is now here ordered and adjudged by this court, that the order of taxation made by the county commissioners for the county of Pierce on the lands claimed by the Puget's Sound Agricultural Company be, and the same is hereby, affirmed with costs.

(Signed)

O. B. McFADDEN,
*C. J. and Judge of the Dist. Court for the
County of Pierce, Washington Territory.*

PUGET'S SOUND AG'L Co., appellants, }
vs. }
PIERCE COUNTY, W. T., appellee. }

To the appellee in the above-entitled cause:

You are hereby notified that the appellants have this day filed with me a precipe, directing me to notify you that they will take an appeal to the supreme court of Washington Territory from the judgment of the district court rendered in said cause, the said cause being an appeal from the decree of taxation of the county commissioners for the county of Pierce, Washington Territory.

The Supreme Court will convene on the first Monday in December next.

In witness whereof I have hereunto set my hand and affixed the seal of said district court this 30th day of November, A. D. 1859.

(Signed)

WM. H. WOOD,

Clerk District Court Pierce Co., W. T.

PUGET'S SOUND AGRICULTURAL Co., appellants, }
vs.
 PIERCE COUNTY, W. T., appellee. }

The Clerk of the District Court of Pierce County, W. T.:

You are hereby directed to issue, under the seal of said court, notice to the appellee of the filing of this precipe, that the appellants will take an appeal to the supreme court of Washington Territory from the judgment of the district court rendered in said cause, the said cause being an appeal from the decree of taxation of the county commissioners for the county of Pierce, W. T. You will make the same returnable to the supreme court, W. T., on the first day of the next term thereof, which will be the first Monday of December next.

W. H. WALLACE,

Attorney for Appellant.

NOVEMBER 29, 1859.

DISTRICT COURT FOR PIERCE COUNTY, W. T., MARCH TERM, 1860.

PUGET'S SOUND AGRICULTURAL Co., }
vs.
 PIERCE COUNTY, W. T. }

This cause coming on to be heard upon an agreed statement of facts, and after argument of counsel and due deliberation it is considered and adjudged by the court that the order of taxation made by the county commissioners of Pierce county on the lands claimed by the Puget's Sound Agricultural Com-

pany be, and the same is hereby, affirmed, with costs. And it further appearing to the court that important questions of law are involved in this case, it is ordered that this judgment be entered in form only, and that the original papers in this case be certified to the supreme court at its next December term.

(Signed)

O. B. McFADDEN,
C. J. and J. of P. Co. Dist. Court.

TERRITORY OF WASHINGTON, }
County of Pierce, } ss:

I, William H. Wood, clerk of the district court of the county of Pierce, W. T., do hereby certify that the foregoing are all of the original papers on file in the district clerk's office in a cause wherein Pierce County, W. T., is plaintiff, and the Puget's Sound Agricultural Company is defendant.

In witness whereof I have hereunto set my hand and [SEAL.] affixed the seal of the district court aforesaid, this first day of December, A. D. 1860.

(Signed)

WM. H. WOOD,
Clerk District Court Pierce Co., W. T.

TERRITORY OF WASHINGTON, }
Office Clerk Sup. Court, } ss:

I, Richard Lane, clerk of the supreme court of Washington Territory, do hereby certify that the foregoing are full, true, correct, and complete copies of the original papers certified to the supreme court of Washington Territory at its December term, 1860, in the case of Puget's Sound Agricultural Company, appellants, *versus* Pierce County, W. T., respondents, as fully as the same remain on file in my office.

In testimony whereof I have hereunto set my hand [SEAL.] and affixed the seal of said supreme court, at Olympia, W. T., this 29th day of August, A. D. 1862.

RICHARD LANE,
Clerk Sup. Court of Wash. Terr'y.

Be it remembered, that at a term of the supreme court of the Territory of Washington, begun and held at Olympia, the seat of government of said Territory, on the 3d day of December, 1860, it being the first Monday of said month, and the day appointed by law for a session of said court, the following, amongst other business, was had and transacted, to wit:

Appeal from District Court of Pierce County, W. T.

TUESDAY, *December 11, 1860, 8th judicial day.*

PUGET'S SOUND AGRICULTURAL COMPANY }

vs.

PIERCE COUNTY, W. T. }

Comes now B. F. Kendall, Esquire, counsel for plaintiff, and makes and files a motion in words following:

"Plaintiff comes now and asks that the county of Pierce be enjoined or restrained from levying or collecting any taxes upon the real property, the taxes upon which are in contest in this suit, until the cause is decided.

(Signed) "KENDALL & WALLACE, *pro Plaintiffs.*"

WEDNESDAY, *December 19, 1860, 15th day.*

PUGET'S SOUND AG'L COMPANY, appellants, }

vs.

PIERCE COUNTY, W. T., appellee. }

The argument of this case continued until next term, and the court order and direct that the appellee in this case be restrained from the collection of the taxes assessed against the lands claimed by the Puget's Sound Agricultural Company until further order of this court, on condition that the appellants execute a bond to the appellee in the penal sum of thr. e thousand dollars, with one or more sureties, to be approved by the clerk of this court, conditioned for the payment of the taxes which may be found due and owing by them to Pierce county on the final determination of this cause. Bond to be filed within twenty days.

Be it remembered that we, Edward Huggins, Giles Ford, and Henry G. Williamson, are held and firmly bound unto the

sel; as well upon the statement of facts agreed upon, the original files and pleadings, and the transcript of the proceedings between the parties in the district court of Pierce county, as also upon all matters pertaining thereto, and the same being seen, and by the court now here fully considered, and mature deliberation being thereupon had, it is therefore considered by the court that the *pro forma* judgment in the court below be made absolute, and that it stand the judgment of this court, in full force and effect, and that any restraining order or orders heretofore issued be removed; that appellants be adjudged to pay the costs, taxed as follows, that is to say, costs in the district court of Pierce county, thirty-seven and 90-100 dollars; costs in the supreme court of Washington Territory, December term, 1860, nineteen and 10-100 dollars; and costs in supreme court of Washington Territory, December term, 1861, twenty and 10-100 dollars, and that execution issue therefor.

TERRITORY OF WASHINGTON, }
Office Clerk Supreme Court, } *ss:*

I, Richard Lane, clerk of the supreme court of Washington Territory, do hereby certify that the foregoing is a true, full, and complete copy of the record of said supreme court in the case of the Puget's Sound Agricultural Company, Appellants, vs. Pierce County, Washington Territory, December term, 1860, and December term, 1861, as fully and amply as the same remains of record in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of said supreme court, at Olympia, [SEAL.] Washington Territory, this 29th day of August, A. D. 1862.

RICHARD LANE,
Clerk Sup. Court of Wash. Terr'y.

Filed February 13, 1864.

CASE OF THE HUDSON'S BAY COMPANY.

C—1.

To his Excellency

THE GOVERNOR GENERAL OF CANADA IN COUNCIL:

QUEBEC, *26th January, 1865.*

MY LORD: I have the honor to report that while recently in England, in compliance with your Excellency's instructions, I placed myself in communication with her Majesty's Secretary of State for the Colonies on the subject of opening up to settlement the northwestern territories.

In your Excellency's dispatch of 19th January, 1864, to the Colonial Secretary, the anxious desire of the Canadian Government was communicated "for some speedy, inexpensive, and mutually satisfactory plan" for "settling definitely the northwestern boundary of Canada," and the claim of Canada was 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."

In reply to this dispatch, Mr. Cardwell, on 1st July, 1864, requested to be informed whether the Government of Canada was prepared to assist in negotiations with the Hudson's Bay Company, with the view of accepting any portion of the territory now claimed by that Company, and providing the means of local administration therein; and he suggested that, if so prepared, it would be desirable that some person duly authorized to communicate the views of the Canadian Government should be sent to England for that purpose.

On the 11th November, 1864, a minute of Council was approved by your Excellency, in reply to Mr. Cardwell's dispatch. It set forth that the Government of Canada was ready and anxious to co-operate with the imperial Government in securing

the early settlement of the northwest territories and the establishment of local government in its settled portions; but that, in its opinion, the first step towards that end was the extinction of all claim by the Hudson's Bay Company to proprietary rights in the soil or exclusive rights of trade. It suggested that it was for the Imperial Government, and not for the Government of Canada, to assume the duty of bringing to an end a monopoly originating in an English charter and exercised so long under imperial sanction; but that when the negotiations were brought to a close, the Government of Canada would be ready to arrange with the Imperial Government for the annexation to Canada of such portions of the territory as might be available for settlement, as well as for the opening up of communications into the territory and providing means of local administration; or, should the Imperial Government prefer to erect the territory into a Crown colony, the Canadian Government would gladly co-operate in the opening up of communication into the territory and the settlement of the country. The minute finally suggested that the undersigned, while in England, would communicate more fully to Mr. Cardwell the views of the Canadian Government.

While in London I had the honor of several interviews with Mr. Cardwell, at which the whole question was fully discussed, and I gratefully acknowledge the courtesy and attention extended to me by that gentleman.

I found that negotiations for the cession to the Crown of the territorial claims of the Hudson's Bay Company had been proceeding for a year past between the Colonial Minister and the Company, and it may not be without advantage that I should state here briefly the point to which these negotiations had been brought.

1. In July, 1863, the whole interests of the Hudson's Bay Company were transferred to Mr. Edward W. Watkin and certain gentlemen acting with him, and Sir Edmund Head was elected governor of the Company. The capital stock of the old Company was £500,000 sterling, but at the time of the sale, and for some time previous, each £100 share was worth £200 on the London Stock Exchange. The market value of

the Company's interest was, therefore, £1,000,000 sterling. The new Company agreed to pay £1,500,000, and did pay that sum for the transference to them of all the interest of the old Company.

2. On the 28th of August, 1863, Sir Edmund Head, as governor of the new Hudson's Bay Company, communicated to his Grace the Duke of Newcastle a resolution expressive of the conviction that the time had arrived for introducing into the northwest territories the direct authority of the Crown.

3. On the 9th of October, 1863, Sir Frederick Rogers, by instruction of the Duke of Newcastle, informed the Company that his Grace was ready to consider any proposals submitted to him by the Hudson's Bay Company with reference to the introduction of the direct authority of her Majesty's Government in Rupert's Land.

4. On 11th November, 1863, Sir Edmund Head acknowledged the receipt of Sir Frederick Rogers's communication, and proceeded to explain the views of the Company in the following terms:

“With regard to the extent of the proposed colony, of which the seat of government would be Red River, (or Fort Garry,) the committee presume that his Grace would wish it to include the whole country from the frontier of the United States to the north branch of the Saskatchewan, and to extend eastward towards Lake Superior as far as the frontier of Canada, wherever the precise line of that frontier may be found. Perhaps the most convenient limit for the northern boundary would be either the Saskatchewan itself or a line running from the Rocky Mountains eastward through Edmonton House and Fort Cumberland, and, from the latter, following the Saskatchewan down to Lake Winnipeg. Nothing would be gained by going farther to the northward, nor by including the eastern side of Lake Winnipeg; but from the mouth of the Winnipeg river, where it enters the lake, the line of demarcation might be run eastward, until it cuts the Canadian frontier somewhere north of Lake Superior or Lake Huron.”

After hinting at the purchase by Government of the whole

territorial claims of the Company, for a sum of money, payable down or by instalments, but which he admits is probably an impracticable solution, Sir Edmund Head goes on to propose as the condition of the Company's consent to the erection of a Crown colony, that "the Company should retain the ownership in fee simple of one-half of the lands in the colony, and the other half should be conveyed by the Company to the Crown." And this compromise, he explains, the Company suggests only subject to the following stipulations:

"1. The Hudson's Bay Company should have the sole right to erect, and should bind themselves to complete within five years, an electric telegraph to connect British Columbia and Canada. The line for this telegraph should be approved by the Secretary of State, and it should be maintained by the Company, who would, of course, engage to convey the messages of the imperial and colonial governments at a fixed and moderate rate.

"It would be necessary, as a condition precedent to the erection of the telegraph—

"(a.) That the Governments of British Columbia and Canada should pledge their faith respectively to the Secretary of State to pay the yearly sum set forth in the enclosures to the despatch of July 31, 1862, with all advantages as to lands to be granted by her Majesty's Government, and other terms therein specified.

"(b.) That a road should be laid out along the line of telegraph, but the soil upon which the telegraph stands, and the space, (say) one mile in width on one side of its course, should belong to the Hudson's Bay Company, to be reckoned as part of the half of the land which they would retain. The other side of the road might be included in the half belonging to the Crown.

"(c.) That the Company, in constructing the telegraph, should be entitled to use wood or other materials taken from ungranted land.

"2. The Crown shall resume the grant of mines and diggings of gold and silver throughout the colony, on condition of paying to the Hudson's Bay Company one-third of the

receipts of all dues, royalties, rents, &c., from such mines or diggings, whether raised by way of export duty or otherwise, but the Company should not be liable for expenses of collection or escort.

“3. The buildings required for military or Government purposes at Fort Garry or Red River should be valued and purchased of the Company.

“4. The Company should retain, as a portion of their half of the lands, all lots already laid out and surveyed, as well as five thousand acres round each of their forts or posts.”

V. On the 11th March, 1864, Mr. Chichester Fortescue, Under Secretary of State for the Colonies, by direction of the Duke of Newcastle, rejected the proposals of the Company. In the course of his communication the following passages occur:

“In an unsettled colony there is no effectual mode of taxation for purposes of government and improvement, and the whole progress of the colony depends on the liberal and prudent disposal of its land. These considerations afford decisive reasons against leaving that land in the possession of a corporation. And I am to observe that these objections, conclusive in any case, are greatly enhanced in the case of the Hudson’s Bay Company, as I learn from your letter that it has been ‘the unvarying opinion’ of the committee on whose behalf you speak, that the Company would ‘lose fully as much as they would gain by the increase of settlement in the chartered territory.’ It is, therefore, (to say the least) a question whether the Company would not be under a direct inducement to use their proprietary rights to thwart the colonizing efforts of the Government. * * * * * The conclusive objection to the scheme is that it would reproduce, in a gigantic shape, the inconveniences which, on a far smaller scale, were found intolerable in Canada. It is evident as matter of reasoning, and notorious as a matter of fact, that the interposition of large blocks of property between tracts or districts of Crown land must obstruct the opening up of those districts, unless it fortunately happens that the private proprietor is ready to expend money *pari passu* with the Government, in

the construction of roads and other improvements, and to conform his land policy to that of the authorities. It is also clear that colonists of the Anglo-Saxon race look upon the land revenue as legitimately belonging to the community, and that the diversion of half, or more than half, of that revenue to the purpose of increasing the dividends of a private corporation would cause a continual and growing discontent which could not be allayed by any abstract argument of right, and the full force of which the Government would be expected by the Company to sustain. His Grace cannot consent to make himself responsible for these consequences, and he is therefore obliged to treat as inadmissible any proposal for the proprietary partition of those territories which may be placed under the Government of the Crown.

Mr. Fortescue then proceeds to state, "The only terms, which, after very grave consideration, his Grace feels himself able to propose for the acceptance of the Company," as follows:

"1. That within certain geographical limits, (coinciding more or less with those laid down in your letter,) the territorial rights of the Company should be surrendered to the Crown.

"2. That the sum of one shilling per acre on every acre sold by the Government should be paid to the Company, and payment to cease when their aggregate receipts from this source should exceed £150,000, or on the expiration of 50 years.

"3. That one-fourth of the sum received by the Government as an export duty for gold, or on leases of gold mines, or licenses for gold mining, shall be payable to the Company for 50 years, or until the aggregate receipts shall amount to £100,000.

"4. That on these conditions a Government be established in the ceded territories, Great Britain undertaking the expense and risk of that Government until the colony is able to support it, as in British Columbia and other colonies.

"It must be clearly understood, that the payments contemplated in the second and third of these articles are entirely dependent on the Government receipts, and that the Govern-

ment will not be pledged to any particular form of levying a tax upon gold."

Appended to Mr. Fortescue's letter was the following postscript:

"P. S.—Since the above letter was drafted, his Grace has received from the Governor General of Canada a dispatch, from which it appears that the Canadian Government contemplate the assertion of a claim to all that portion of Central America which can be shown to have been in possession of the French in 1763. It must of course be understood that the above suggestions are made on the supposition that the cession by the Company will place her Majesty's Government in possession of an indisputable title to the territory ceded by them."

VI. On the 14th March, 1864, Sir Edmund Head replied to Mr. Fortescue's letter of the 11th March, taking strong exception to the postscript of that letter. Among other passages was the following:

"We believe the title of the Hudson's Bay Company to be good, and we are prepared to defend it in any court in which it may be impugned; but we are not prepared to originate any inquiry of the kind, or to undertake to give any guarantee, or to present to the Secretary of State any title other than that which I have already said is as well known to his Grace as ourselves. Such as it is, it must be taken for better for worse, for we have no other to offer, and we believe that to be sufficient. If, therefore, any such guarantee or undertaking is a condition precedent to the completion of an arrangement on the basis now suggested in your letter of the 11th instant, it will, we fear, be wholly useless for us to enter into the consideration of the principle of that offer, or any discussion how far the details involved in it are or are not acceptable to the Company, or how far the amount of compensation would be sufficient. If, indeed, the question were only one of some few miles, more or less, of boundary, the case would be wholly different. But in the form in which the claim is presented to us in your postscript, it appears to the committee to make all further action impracticable."

Sir Edmund Head goes on to say:

“But for this preliminary difficulty, arising from the postscript to your letter, it would now be my duty to call your attention to the fact that that letter makes no allusion to a substantive portion of our offer to which we attach great importance, that, namely, of erecting on certain terms an electric telegraph across the Hudson’s Bay territory. We have ceded to no one the right to do this, and we are perfectly ready, on fair conditions, and as a part of the arrangement, to undertake to do it ourselves. Nor is anything said in the counterproposal made by you as to the portions of land which the Company might be allowed to retain as private property, nor as to the manner in which their buildings and improvements would be dealt with.”

VII. On the 5th April, 1864, Sir Frederick Rogers addressed Sir Edmund Head in rejoinder to his letter of the 14th March. In reference to the Company’s objection to the postscript of Mr. Fortescue’s letter, he said:

“It appears to the Duke of Newcastle that the committee has somewhat misapprehended the intention with which that postscript was written. It is assumed for the present purpose that the grant to the Hudson’s Bay Company is a valid grant. But it is contended on the part of Canada that whether valid or not, an instrument which only granted to the Company land not in possession of a foreign power in the year 1670, could not from its very terms comprehend in 1763 a territory which then belonged to the French, and which it is contended must therefore have then belonged and belong now to Canada. It is, therefore, impossible for his Grace to make any pledge of this kind, except as to land which is beyond the scope of the Canadian claim.”

Sir Frederick Rogers, however, then went on to modify somewhat this position. He said:

“As regards the territories west of the Mississippi, to which the present negotiation in the main relates, the Duke of Newcastle, after a careful examination, is prepared, for the purpose of the present negotiation, to assume that the Canadian claim is groundless. And he therefore authorizes me to renew

the proposals contained in the body of my letter of the 11th, subject to the following stipulation: that in case it should be found advisable to cede or annex to Canada any territory lying eastward of a line passing through Lake Winnipeg, and from thence to and through the Lake of the Woods, her Majesty's Government should be at liberty to exempt the annexed territory from all payments to the Hudson's Bay Company, which payments would thenceforth be exclusively leviable (without any deduction from their amount) on the territories acquired by the Crown to the west of the above line of demarcation."

In regard to the second part of Sir Edmund Head's letter of 14th March, Sir Frederick Rogers explained that the Duke of Newcastle was quite willing to recognize the transference to the Hudson's Bay Company of the rights and responsibilities of the Atlantic and Pacific Telegraph and Transit Company, "*if it is recognized by the Colonies concerned.*" And he goes on to say that his Grace "is further willing that, on the completion of the road and telegraph from the frontier of Canada to that of British Columbia, lands adjacent to the line shall be granted to the Company at the rate of one square mile for every lineal mile of road and telegraph constructed on Crown lands between the line of demarcation above described and the frontier of British Columbia.

VIII. On the 13th April the Company accepted the offer of Government in principle, but considered that the *amount* of the payments within fifty years out of the land and gold revenues should not be limited, or, if limited, should be limited to £1,000,000 instead of £250,000. They asked in addition to be allowed—

(1.) To retain as private property "their posts and stations" (on which buildings had been erected) "outside the Red River settlement, with an area of 6,000 acres round each such post."

(2.) To retain "all lots set out and occupied by them."

(3.) To receive for every 50,000 acres of land sold by the Crown "a grant of 5,000 acres of wild land" of their own choice.

They also require exemption from exceptional taxation and relief from every expense of government.

As the basis of an arrangement for "through communication," they expressed their readiness to adopt Mr. Watkin's plan, (modified, as it necessarily would be, by amalgamation of the Hudson's Bay Company and the Transit and Telegraph Company;) but they required five square miles of land per lineal mile of telegraph and road, instead of one square mile, as offered Government.

IX. On the 6th of June Mr. Cardwell declined to accept these proposals without considerable modifications, but deferred any counter proposal until after consultation with the Treasury and with the Canadian Government.

This was the position of the negotiation when the undersigned reached London early in December, 1864, and when Mr. Cardwell placed in his hands the papers, of which a summary has been given.

Mr. Cardwell, in explaining verbally the state of the negotiations, added, that in case the Hudson's Bay Company's offer of 13th April, 1864, was accepted by the Government of Canada, as containing in principle a basis on which negotiations might be continued with the hope of a satisfactory solution, he was of opinion that considerable modification of the terms might be obtained.

That there might be no misunderstanding as to the offer of the Company, I requested that a map might be obtained from Sir Edmund Head so colored as to show clearly the territory now claimed by the Hudson's Bay Company as their property, and also a second map so colored as to show what portion of the land claimed to be theirs they now propose to surrender to the Crown. Two maps colored in this manner were accordingly obtained from the Company, and are appended to this report.

Accompanying these maps was a letter from Sir Edmund Head, dated the 7th December, 1864, which, without abating his proposal of 13th April, offered as an alternative—

1. That the Company be paid £1,000,000 sterling.

2. That the Government of British North America acknowledge the Company's right to trade, without exclusive privileges of any kind, within the Territory.

3. That the Company should hold in fee simple all their posts now occupied, with a reasonable area around each post. All previous sales and bargains made by them at Red River shall be confirmed.

4. That the Government of British North America shall impose no exceptional taxes on the Company, its property, or its servants.

5. That the disputed matter of the Company's lands in Canada be settled by issuing grants on the footing formerly agreed upon between Mr. Vankoughnett and Mr. Hopkins.

6. That the Company shall be bound to hand over to the Government of British North America all the materials for the construction of the telegraph on the payment of the cost price and expenses already incurred.

In discussing with Mr. Cardwell these demands of the Hudson's Bay Company, I pointed out what appeared to me the utterly untenable character of their pretensions. I endeavored to show that they were seeking to sell to Her Majesty's Government, for an enormous sum, territory to which they had no title under their charter; and I contended if the solution of the question was to be sought in the purchase of a portion of the Company's territorial claims, the first step was clearly to ascertain what validity there was in those claims—what land the Company really had to sell.

I further stated, as my personal view of the matter, that no solution would be satisfactory to the people of Canada short of the entire extinction of the Hudson's Bay Company's territorial claims and exclusive rights of trade. I pointed out that to recognize and maintain the exclusive pretensions of the Company over a large portion of the continent, and to give it thereby a monopoly of the lucrative fur trade, would be simply erecting a barrier, in the way of the rapid settlement of the country and laying the foundation for serious difficulty when the country became settled, and for a further

demand on the part of the Hudson's Bay Company some years hence for the final extinction of its claims.

I urged that, in view of the present unsettled position of the American continent, it was of the highest importance to attract to British America as large a share as possible of the European emigration; that the opening up of the northwest territories, with all their agricultural, mineral, and fur-trading advantages, would conduce vastly to that end; and that a further delay of this step would (from the immigration of Americans now going on into the territory) render the establishment of British institutions in the settled portions of the country much more difficult than if action were taken now.

Denying the claims set up by the Hudson's Bay Company, I further contended that even were all their pretensions admitted for the sake of argument, the sum demanded by the Company—namely, one million sterling—was much more than they were entitled to receive for the entire extinction of their claims from the Atlantic to the Rocky Mountains and from the American line to the extreme north. I pointed out that it was only eighteen months since the rights of the Hudson's Bay Company had passed by purchase into the hands of the present proprietors; that they paid £1,500,000 for those rights, which was fifty per cent. above the then market value of the property; and I referred to the official prospectus, on which the new Company was formed in July, 1863, for proof that the demand now made on Her Majesty's Government by the Company was utterly unreasonable. I drew Mr. Cardwell's attention to the fact that the prospectus declared that the assets of the new Hudson's Bay Company, exclusive of the landed territory, had been "recently valued by competent valuers at £1,023,569 sterling," and that these assets were further explained to consist of "goods in the interior, on ship-board, and other stock in trade, including shipping, business premises, and other buildings necessary for carrying on the fur trade." I pointed out that, in addition to this large amount of convertible property, "a cash balance," derived from the old Hudson's Bay Company, was spoken of in the prospectus; and that other large landed possessions, besides those to the east

of the Rocky Mountains and north of the American line, were thus set forth in the prospectus as being part of the property purchased by the new Company:

“In addition to its chartered territory, the Company possess the following valuable landed property: several plots of land in British Columbia, occupying most favorable 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 Lacloche, on Lake Huron; and tracts of land at fourteen other places.”

In addition to all this, I directed Mr. Cardwell’s attention to the fact that the Hudson’s Bay Company held a claim against the American Government, and which was at that moment under consideration by arbitrators, for the surrender of their rights on the Pacific, south of the boundary established under the Oregon treaty. I stated, on information that had reached me, but without personal knowledge of its correctness, that the American Government had expressed its willingness to pay \$1,000,000 for the extinction of that claim, but that the Company rejected it, and were in expectation of receiving a much larger sum.

In view of all these facts, I contended that it was utterly unreasonable on the part of the Company to claim any such sum as one million sterling, even for the entire extinction of their territorial and trade claims east of the Rocky Mountains. But I admitted that it was for her Majesty Imperial Government to settle with the Hudson’s Bay Company the consideration to be paid for the extinction of their claims, as it could not be expected that the people of Canada should bear the burden of extinguishing a monopoly that they did not create, and have never recognized, and the advantages from the extinction of which they would only share in common with the rest of her Majesty’s subjects. I urged that the Imperial Government should, without delay, secure the extinction of the Company’s claims, and that the Government of Canada would be prepared to assume the duty and cost of opening up communications into the country and establishing local government in the settled portions.

I had the honor of interviews with several of her Majesty's Ministers, who were then in London, in which I was permitted to urge these views to a greater or less extent. But the Christmas holidays having intervened, and being compelled to leave England in time to be present at the opening of the Canadian Parliament, on the 19th January, I was unable to press the matter to a close. I therefore suggested to Mr. Cardwell that I would report to your excellency the point to which the discussion had been brought, and that when the proposed deputation of members of the Canadian Government visited England in the spring the negotiation might be resumed, and, if possible, brought to a satisfactory termination. Mr. Cardwell kindly consented to this arrangement.

I have the honor to be, my lord, your most obedient servant,
GEO. BROWN.

C—2.

Extract from a Report of the Delegates, dated 12th July, 1865, appointed to proceed to England, by order in Council of 24th March, 1865.

* * * * *

The important question of opening up for settlement and cultivation the vast British territories on the northwest borders of Canada next obtained the attention of the conference.

Your excellency is aware that the desire of the Government of Canada for a satisfactory and final adjustment of this matter has been often formally expressed. In your excellency's dispatch of 19th January, 1864, to the Colonial Secretary, the anxious desire of the Canadian Government was communicated "for some speedy, inexpensive, and mutually satisfactory plan" for settling definitely the northwestern boundary of Canada, "and the claim of Canada was 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 of 1763."

In reply to this dispatch, Mr. Cardwell, on 1st July, 1864, requested to be informed whether the Government of Canada was prepared to assist in negotiations with the Hudson's Bay Company, with the view of accepting any portion of the territory now claimed by that Company, and providing the means of local administration therein, and he suggested that, if so prepared, it would be desirable that some person, duly authorized to communicate the views of the Canadian Government, should be sent to England for that purpose.

On the 11th November, 1864, a minute of Council was approved by your excellency, in reply to Mr. Cardwell's dispatch. It set forth that the Government of Canada was ready and anxious to co-operate with the Imperial Government in securing the early settlement of the northwest territories, and the establishment of local government in its settled portions; but that, in its opinion, the first step towards that end was the extinction of all claims by the Hudson's Bay Company to proprietary rights in the soil and exclusive rights of trade.

It suggested that it was for the Imperial Government, and not for the Government of Canada, to assume the duty of bringing to an end a monopoly originating in an English charter, and exercised so long under imperial sanction; but that, when the negotiations were brought to a close, the Government of Canada would be ready to arrange with the Imperial Government for the annexation to Canada of such portions of the territory as might be available for settlement, as well as for the opening up of communications into the territory, and providing means of local administration; or, should the Imperial Government prefer to erect the territory into a Crown colony, the Canadian Government would gladly co-operate in the opening up of communication into the territory, and the settlement of the country.

The minute finally suggested that the honorable President of the Council, while in England, would communicate more fully to Mr. Cardwell the views of the Canadian Government.

The negotiations that followed on this dispatch satisfied us of the impossibility of enforcing the end sought by Canada

without long, protracted, vexatious, and costly litigation. The Hudson's Bay Company were in possession, and, if time were their object, could protract the proceedings indefinitely, and her Majesty's Government appeared unwilling to ignore pretensions that had frequently received *quasi* recognition from the imperial authorities. Calling to mind, therefore, the vital importance to Canada of having that great and fertile country opened up to Canadian enterprise, and the tide of emigration into it directed through Canadian channels; remembering, also, the danger of large grants of land passing into the hands of mere moneyed corporations, and embarrassing the rapid settlement of the country; and the risk that the recent discoveries of gold on the eastern slope of the Rocky Mountains, and north of the American or Canadian lines, should be made over to Canada, subject to such rights as the Hudson's Bay Company might be able to establish; and that the compensation to that Company (if any were found to be due) should be met by a loan guaranteed by Great Britain; the Imperial Government consented to this, and a careful investigation of the case satisfies us that the compensation to the Hudson's Bay Company cannot, under any circumstances, be onerous. It is but two years since the present Hudson's Bay Company purchased the entire property of the old Company; they paid £1,500,000 for the entire property and assets, in which were included a large sum of cash on hand, large landed properties in British Columbia and elsewhere, not included in our arrangement, a very large claim against the United States Government under the Oregon treaty, and ships, goods, pelts, and business premises in England and Canada, valued at £1,023,569. The value of the territorial rights of the Company, therefore, in the estimation of the Company itself, will be easily arrived at.

Certified :

WM. H. LEE,

Clerk Executive Council.

Extract from Captain Palliser's Exploration of British North America, Parliamentary Papers, May 19, 1863, p. 155.

(1858.)—October 7.—After going an hour this morning, we crossed Elk river, close by where it joins the Kootenay. We then passed through fine open forest land, growing on the shingle terraces, which are cut up by ravines. At where I thought the 49th parallel must cross the valley it is rather contracted, and we passed along the slide of an abrupt slope to our left. We then reached a second wide expanse of prairies, the first being where we left Mitchell Camp. Crossing them, at 1.30 we reached the Kootenay Post. It is merely a little log cabin, and we found Mr. Linklater, the Company's clerk, who is here alone, in charge of this place, being in a canvas tent. He only arrived with his goods from Colville ten days ago, having taken nineteen days to make the trip, as his horses were in bad condition. The goods are brought here packed on horses, in the end of summer, and distributed to the Kootenay Indians, who bring in their furs in return by the beginning of March; and then, before the snow melts, they are conveyed down to Colville in the manner the goods were brought. The return trip at so early a season is justly considered one of the hardest and most fatal to horses that is made in the country; but, if it is not effected before the floods commence, the rise of the rivers and lakes is so enormous, that the country becomes quite impassable until the end of July. The furs got at this post are of good quality, and generally amount to 200 bears, (principally black and brown,) 600 martens, 300 beavers, &c.

Linklater was glad to see us, and very kindly supplied us with a few luxuries, which I am afraid he could ill spare from his slender supplies. Among these was tea, which we now tasted for the first time for more than two months, during which we had tried a variety of abominable substitutes for that best of luxuries to the traveller.

October 8.—The latitude of the Kootenay Post I found to be 48° 55' N., or five miles south of the boundary line. Its altitude above the sea is about 2,300 feet, or nearly the same as the plains next Fort Edmonton.

C—4.

No. 34.—*Copy of Dispatch from Governor Douglas to the Right Hon. Sir E. B. Lytton, Bart.*

(No. 50.)

VICTORIA, VANCOUVER'S ISLAND,
December 7, 1858.

[Received January 29, 1859. Answered, No. 17, February 8, 1859, p. 79.]

SIR: 1. I have the honor of transmitting herewith copy of a letter lately addressed to me by the agents of the Hudson's Bay Company residing at this place, setting forth the claims of the Company to certain tracts of land connected with their several trading establishments in British Columbia, which they have occupied for many years, and improved settlement and otherwise at much expense.

2. Her Majesty's Government may probably consider that the Hudson's Bay Company have acquired rights to the soil through permissory occupation and improvement, as well as by the public services which the Company have rendered to the country, and may, therefore, meet their claims in a spirit of judicious liberality, especially as the settlement of the Company's possessory rights in Oregon, resting on the construction of the third article of the treaty of the 17th of July, 1846, with the United States of America, will probably be influenced by the decision of her Majesty's Government in allowing or disallowing the possessory rights of the Company in British Columbia.

I have, &c.,

(Signed)

JAMES DOUGLAS, *Governor.*

The Right Hon. Sir E. B. LYTTON, *Bart.*,

&c., &c., &c.

[ENCLOSURE IN No. 34.]

Copy of a Letter from John Wark and Dugald Mactavish, Chief Factors Hudson's Bay Company, to Governor Douglas, dated Victoria, Vancouver's Island, November 24, 1858.

SIR: We beg to call your excellency's attention to the following list of claims to land in British Columbia, which we consider as belonging to the Hudson's Bay Company, and trust that their title to the same will eventually be confirmed by her Majesty's Government.

1. Old Fort Langley.
2. New Fort Langley and adjacent farms.
3. Point at the forks of Smess river.
4. Point at the forks of Harrison's river.
5. Fort Hope, with cleared land adjoining, especially block No. 1, on official map of the town, which encroaches on the fort.
6. Fort Yale, portion marked "reserve," and block XVII on official map of the town.
7. Fort Dallas.
8. Fort at Kamloops, known as Thompson's river, with lands adjacent.
9. Fort Douglas.
10. Fort Shepherd, on the Columbia river, with adjoining lands.
11. Fort in the Kootenay country, if north of the 49th parallel.
12. The various posts in New Caledonia belonging to the Company, and other points along the route from Fort Hope to Thompson's river and New Caledonia, not permanently occupied, but improved by the sowing of grass seeds.
13. Fort Simpson, with lands adjoining.
14. Fort McLoughlin.

Your excellency is no doubt aware that we are unable at present more particularly to define the limits of the Company's claims; but we hope the foregoing statement is suffi-

ciently explicit for the authorities to act upon, until accurate surveys can be made of the whole.

(Signed)

We have, &c.,
 JOHN WARK,
 DUGALD MACTAVISH,
Chief Factors Hudson's Bay Company.

No. 10.—*Copy of Dispatch from Sir E. B. Lytton, Bart., to Governor Douglas, C. B.*

(No. 17.)

DOWNING STREET, *February 8, 1859.*

SIR: I have to acknowledge the receipt of your dispatch, No. 50, (p. 44,) of the 7th of December last, relative to the claims of the Hudson's Bay Company to lands adjoining their trading establishments in British Columbia.

I should also wish, before deciding on these claims, to receive a report through you from the Commissioner of Crown Lands; and I request, therefore, that you will consult with Colonel Moody in the matter.

I have, &c.,

(Signed)

E. B. LYTTON.

Governor DOUGLAS, C. B., &c., &c., &c.

C—5.

OFFICE OF ASSISTANT QUARTERMASTER,
 COLUMBIA BARRACKS, OREGON, *July 16, 1852.*

MAJOR: I have the honor to submit the following, in answer to your letter of June 23, in relation to the reservations of lands in this territory by our military officers for military uses.

I must state, that I have been unable to find the necessary record of order and letters that would allow me to base a report upon written, authentic data. They should have been found in the office of the late Assistant Adjutant General of this Department, but they may have been transferred.

1st. In February, 1850, by order of Colonel W. W. Loring, then in command of this Department, I issued due notice, declaring the island known as "Miller's Island," lying in the Columbia river, and from five to twelve miles above this post, a "reserve for public uses," &c. This island contains, probably, about four square miles, though I have never had it surveyed, for the want of proper instruments. It is something more than five miles in length by three-quarters in breadth. During high water, in June of each year, most, if not all, of this island is inundated; but during the rest of the year it has heretofore proved of great advantage to our Government. I have hay of good quality cut there and boated to this post, and in autumn all the animals not wanted for service are placed there, and grazed with perfect safety, until the succeeding spring. When the reservation was declared, there was no claimant or other person on the island. No one has a shadow of claim to the premises except the United States. I am told that two squatters (by the advice of a Portland lawyer) have recently squat on the upper part of the island. I have sent a notice for them to leave, and shall go myself on the 22d instant to be sure that they are off. I would recommend that this island be kept as a reserve so long as this point is garrisoned.

2d. Soon after Major Hatheway occupied Astoria, he declared certain lands at that place a reserve. There are several claimants for improvements, among whom are Messrs. Shively, McClure, Hensill, Ingalls, and Marlin.

Major Hatheway took some of their houses, and appraised their value at some \$9,000. I do not believe that any of them had the slightest right to a foot of the soil; consequently, no right to have erected improvements there. But, by a letter from the honorable Secretary of War, I know that the place is to be abandoned; and as I have recently reported on the subject to General Jesup, I will pass on to the next in point of time.

3d. The commanding officer at the Dalles of the Columbia declared a reserve of ten miles square at that place. The present public buildings are in the centre of the reservation.

There were no claimants within its limits at the time, if the Methodist missionaries be excepted. One of their sect, a Mr. Roberts, made some pretensions to a claim, but he evidently had no good foundation. Having never visited the place, I cannot state its resources or probable value.

4th. A reserve near Milwaukee was partially surveyed by Captain J. P. Hatch, in the spring of 1850, and declared a reserve by Colonel Loring, as a site for an arsenal. It has recently been confirmed by the President, but its boundaries are not finally established. This reservation will take all the land claim of one William Meek, and a part of that of Llewellen. The former had improvements to the value of \$150; the latter none at all. The reservation will contain about one and one-third square miles. It is highly valuable to the United States.

5th. Colonel Loring, still in command of this Department, declared a reserve of four miles square at this place, on the 31st of October, 1850. The flag-staff occupies the centre, and all the public buildings are near. It is the spot first selected as garrison and depot on the arrival of troops here, and is still believed to be far the most eligible site in the Territory. It has more resources for a military depot than any other known to any of us who have been here longest. It answers well as a depot for army stores and a rendezvous for troops, and a starting-point to any place in the interior.

By the terms of the declaration, the possessory rights of the Hudson's Bay Company, as guaranteed by treaty, are to be respected. I append a copy of a letter from the Chief Factor, in charge of the Company's interest here, to the commanding officer of this post, to give you a correct idea how the matter stands between that Company and the United States. It is my duty to give it as my opinion that this is the most superior point on the river for a military reservation of small extent; that the place is abundantly large both for the Hudson's Bay Company and the military post and depot, and that no difference of opinion will ever arise as to ownership or jurisdiction between the representatives of that Company and the United States troops. Most of the reserve is of little value to the

post, except it might, if confirmed, give the commanding officer power to select his neighbors by leasing out parcels of land, as contemplated by the instructions from the War Department issued January 29, 1848.

For the use of a post, simply a reservation of one mile square would answer all purposes. Let the lines run as follows: from the point where a meridian line one-half of a mile east from the present flag-staff touches the bank of the Columbia river, run due north one mile; thence due west one mile; thence due south to the Columbia river; thence by course of said river to the place of beginning. Were the limits of the reserve reduced as indicated, there could be no claimant, except the Hudson's Bay Company, for damages, that I am aware of. It is not at all probable that the Company would ever set up any claim. At the time the present reserve was declared, there were some two or three retired servants of the Hudson's Bay Company living within its limits, but they have never been disturbed, as they were not in the way of the garrison, and as they were and are living, as stated, by the permission of the Hudson's Bay Company. A few American citizens (three) have created some improvements subsequent to the declaration of the reserve. Colonel Loring did not drive them off, but they were properly notified that the United States would never consider them as entitled to any compensation for their improvements. They were and are willing, in fact, to live by sufferance, trusting perhaps that the United States will not finally keep the reserve.

There was but one man, aside from those named above, living and cultivating within the limits of the reservation on the 31st October, 1850. He is an American citizen, called A. M. Short. He had at that date improvements not to exceed \$1,500 in cash value, though he has kept on regularly increasing the number and value of his improvements subsequently, against the frequent and most positive warnings of myself and the commanding officer of this post.

It has always been contended that this man was a trespasser upon the possessory rights of the Hudson's Bay Company. It is certain that the Company regard him in that light at the

present moment. I have been informed that he was forcibly ejected under the old provisional government of this territory, consequently I have been led to look upon him as a person who can acquire no title where he is.

The question will be naturally decided when it is known what are to be the exact limits of the possessory rights of the Hudson's Bay Company. If it be decided that this Short had no right to have been residing within the reserve at the time referred to, and I presume the Company will test it, then, of course, he never can have any claim for damages or improvements against our Government. If, on the contrary, the lands upon which he has lived be decided *not* to have formed a part of the possessory rights of the Hudson's Bay Company, and they are finally confirmed as a reserve, then Short would in equity be entitled to compensation for his improvements only as they were on the 31st October, 1850.

In addition to the foregoing reserves, I understand that two tracts of land are confirmed near the mouth of this river: one at Cape Disappointment, the other at Point Adams, on Clatsop. It was done on the recommendation of the joint commission who made a reconnoissance in the propeller Massachusetts. I have seen no official announcement of these reservations.

You will not fail to observe that some two years have elapsed since these tracts of land were declared reservations, under what the officers supposed competent authority; yet only in one instance, that of the Milwaukee reserve, has his Excellency the President confirmed the act of his subordinates. The citizens living near and upon the reservations have taken every opportunity to oppose the confirmation—I suppose on private grounds; and in many instances have put our military officers to no little trouble and personal embarrassment. It has been stated that the simple declaration of a reserve by a military officer is not at all binding; that it cannot stop citizens from settling, improving, &c., within the limits so declared a reserve. It certainly places officers in an improper and awkward position towards citizens, and has a tendency to create prejudices against our service.

I hope the cases may be soon brought in a true form to the consideration of the President, so that his Excellency may set them at rest, by confirming or disapproving these reservations. So far as my knowledge extends, (and I have long been here,) all of these reservations, particularly the one at this point, are of importance to the Government; and in no instance has any considerable *real* damage been suffered by any citizen in consequence.

I believe that the United States will find *some one* to claim damages, no matter *where* the reserve may be declared. The justness of such a claim is another affair. Before a settlement is made with any claimant, the nature of the claim and the *character* of the claimant should be thoroughly understood. Some of these people, by petitions and arrangements with petty politicians, frequently present a most magnified case of damages against the United States. I have heard that these good people here have strongly urged that no reservation should be made, and no doubt that their representations, added to the *ex parte* statements of the late Delegate, Mr. Thurston, have induced his Excellency the President to defer acting in the premises until the matter could be better comprehended.

All these reservations may be considered as having been declared by Brevet Colonel W. W. Loring, while in command of this department, upon the general direction of Brevet Major General P. F. Smith, while he was in command of this division, based probably on the letter of Secretary Marcy, dated War Department, January 29, 1848.

I have the honor to be, major, your most obedient servant,

(Signed)

RUFUS INGALLS,

Capt. A. Q. M.

Major O. CROSS, *Chief Quartermaster,*
Pacific Division, San Francisco, California.

Official:

BENJ. C. CARD,

Col. Q. M. Dept., Bvt. Brig. General.

Q. M. GENERAL'S OFFICE, *May 19, 1866.*

FORT VANCOUVER, 21st February, 1852.

To Major HATHEWAY, U. S. A., Commanding at Fort Vancouver:

DEAR SIR: In reference to our conversation of this morning, I think it well to state more fully than I may possibly have done verbally the reasons upon which my opinion is founded.

I conceived, and still think, from the wording of the public advertisement, that the Hudson's Bay Company are thereby precluded from instituting any legal proceedings against parties infringing upon their rights *within* the limits of the Government reservation, that reservation assuming only to exclude intruders, while reserving the rights of the Hudson's Bay Company. *Beyond* those limits I consider that I, as the agent of the Company, am bound, for our own protection, to warn off parties intruding upon our claims, though, until those claims be formally acknowledged, on the completion of the official survey, I may defer to prosecute at law. I think that upon reconsidering the matter you will agree with me as to this distinction, and acknowledge that, in referring the settlement of all trespasses within the limits of the Government reserve to the military authorities, I comply strictly with the spirit as well as the letter of the proclamation issued by Colonel Loring.

I state these views after due reflection, and conceiving them to coincide accurately with those expressed by my predecessor, Mr. Ogden. In thus throwing myself unreservedly, for the protection of our rights, upon the military authorities within the officially proclaimed limits, I do so without engaging the Hudson's Bay Company to restrict, in any shape, the just exercise of those rights, pointedly respecting always the claims of the United States Government, where these claims do not interfere directly with our own.

You will, I feel persuaded, appreciate the motives which lead me thus to state my views frankly for your consideration, so that all occasion of future misapprehension between us may be avoided. In doing so, permit me at the same time to ac-

knowledge warmly the courteous and highly obliging conduct of the military authorities at Fort Vancouver, both towards my predecessor and myself.

With sentiments of esteem and high consideration, permit me to subscribe myself, dear sir, your most obedient servant,

(Signed) JOHN BALLENDEN,
Chief Factor Hon. Hudson's Bay Company.

I certify that this is a true copy.

(Signed) RUFUS INGALLS,
Capt. A. Q. M.

Official:

BENJ. C. CARD,

Col. Q. M. Dept., Bvt. Brig. General.

Q. M. GENERAL'S OFFICE, May 19, 1866.

C.—6.

Annual Report of the Quartermaster General of the operations of the Quartermaster's Department for the fiscal year ending on the 30th June, 1850.

A.

A report in the form of a journal, to the Quartermaster General, of the march of the regiment of Mounted Riflemen to Oregon, from May 10 to October 5, 1849, by Major O. Cross, Quartermaster United States Army.

EXTRACTS.

Ch. VI.—March of the two divisions from Fort Hall to Fort Boisé, 303 miles.

August 8.--The morning was pleasant, and the second division commenced their march at 10 a. m., and encamped on the Port-Neuf, about eight miles from here. I left at 2 p. m.,

and passed Fort Hall, a trading establishment of the Hudson's Bay Company. This place is about three miles below where two companies of the rifle regiment have chosen for the site of their new post. It is built of clay, and much in the form of Fort Laramie, having a large sally-port, which fronts the Port-Neuf, with its walls extending back towards the banks of Snake river. There is a block-house at one of the angles, and the buildings inside are built against the side of the wall, and of the same materials. The main building is occupied by the proprietor, while the others are intended for store-rooms and places for the hands who are employed in the service of the Company. The rooms are all small, and by no means comfortable; being generally intended for one person, they are contracted and dark, having but a small window and one door.

This place is occupied by Captain Grant, who has been here about fourteen years. He informed me that he had endeavored to cultivate the soil, but to no success. As they seldom have rain during the summer, the ground becomes very hard and baked, transpiration water from the river not being sufficient to keep it moist. The ground presented to me a fine, dark, alluvial soil, and by proper cultivation would produce well. I have seldom met with any of the traders, however, either on the Upper Mississippi or this route, who have turned their attention to agriculture enough to speak with any experience or certainty on the subject.

There are along the river small quantities of cotton-wood, particularly in the vicinity of where the two companies are located. With the exception of this advantage, I do not admire their location for the post. I presume the troops, however, will not be required to occupy this post very long, as it seems to be out of position, not being able to draw properly the necessary supplies for it from either Fort Leavenworth or Vancouver; for while the former is 1,400 miles' land transportation, the latter is upwards of 700 miles, having the Cascade and Blue mountains to pass over, which are very formidable barriers; and the whole country is a dreary and barren waste, where there is but little or no vegetation.

There is good grazing on the prairie or bottom land about

here, and around in the vicinity of where the post is to be established, which is four miles above, and the same point where our command struck the river. Here the troops are able to procure as much hay as may be required by them; but in this country it is expected that the horses will be hardy enough to endure the winters by running at large and grazing on the bottom lands.

The two drawings of the outer and inner side of Fort Hall, or the trading-post of the Hudson's Bay Company, will give you a correct idea of their rude construction, and I find but little difference in any of them on the route to the Columbia river.—P. 73.

* * * * *

We arrived at Fort Boisé about 5 p. m., and encamped on a small creek called the Owyhee, about three-quarters of a mile from the trading-post of Fort Boisé, which is on the opposite side of Snake river, and immediately on its banks. This is another trading-post established by the Hudson's Bay Company, for the same purpose as that of Fort Hall. The walls and block-houses are placed at the corners, so as to protect the several sides; the sally-port or main entrance opens on Snake river, and inside of the walls the buildings are arranged around the four sides, one story high, and similar in formation in every respect. The material of which they are formed is of clay, and in dry climates [it] makes a very excellent building, and is found to be very durable. Some of these buildings are used as store-houses, together with the block-houses, to keep their peltry. They are contracted, and by no means intended for any one to occupy who is used to the comforts of life. The engagés, however, never having been accustomed to better, are perfectly reconciled, and, so long as they get their daily food, are perfectly happy to breathe out their lives in this manner among the Indians, who to them are somewhat like what the peons are to the Mexicans.—P. 89.

* * * * *

Ch. IX.—Our Journey to Fort Vancouver by water.

* * * * *

I made inquiries relative to the cultivation of the soil at

Forts Hall and Boisé, and learned that it would be attended with much difficulty, great uncertainty, and no profit.—P. 113.

C.—7.

Extract from "Report of Decisions of the Commission of Claims, under the Convention of February 8, 1853, between the United States and Great Britain, transmitted to the Senate by the President of the United States, August 11, 1856."—P. 164.

HUDSON'S BAY COMPANY.

Prior to the extension of a territorial government over Oregon Territory, the settlers had voluntarily formed themselves into a temporary government. While in this situation war occurred with the Indians, and various settlers were killed or taken into captivity by them. Application of the then existing government was made to the Hudson's Bay Company for assistance, which was rendered, and resulted in the relief and restoration of the Americans who had been captured. Held that a claim for compensation against the United States under such circumstances should be allowed.

Held also that a similar claim for expenditures incurred in procuring, by request of United States officers on the coast, the release of American ship-wrecked mariners from captivity by the Indians should be allowed.

In the autumn of 1847, a number of American emigrants and settlers in Oregon were attacked and captured by the Cayuse Indians. In this attack Dr. Whitman, an American missionary, and his wife and eleven others, were murdered, and sixty-four persons captured. These captives were ransomed through the agency of the Hudson's Bay Company.

The country was not at that time under a government regularly established by the United States, but the settlers had formed themselves into an organization and government of their own, and they immediately passed resolves authorizing the enlistment of five hundred men, and the borrowing of

ten thousand dollars to repel the attacks of the Indians, and appointed commissioners to negotiate a loan.

They applied for this purpose to the Hudson's Bay Company. Their agents did not feel authorized to make a loan, but rendered to the volunteers, who were raised, assistance in provisions and stores to the amount of \$1,800, as is alleged by them and is acknowledged by the officers of the said government. Of this amount it appears that \$599 have been paid by the Oregon government, leaving a balance due of \$1,201.

The Company also claim a further sum of \$1,838.91 of the United States Government, for goods supplied from Vancouver Island, in December, 1851, on the application of American officers on that coast, for the purpose of procuring the release of certain American mariners, who were shipwrecked near Queen Charlotte's Sound, [Islands,] and retained in captivity by the Indians.

HANNEN,

Agent and Counsel for Great Britain.

THOMAS,

Agent and Counsel for the United States.

HORNBY, British Commissioner, delivered the opinion of the Commission:

In this case we are fortunately relieved from any conflict between the parties, as I understand it to be conceded that the case is submitted to our consideration for such allowance as we think is justly sustained.

It will not be denied that the settlers of the Oregon Territory were entitled to the protection and aid of the United States Government. She had not, up to the period of the calamity referred to, extended a formal territorial government over the country; but her citizens, in considerable numbers, had gone on, in advance of provision made for them in that respect, and were occupying the country for the ultimate benefit of the United States, and with the early expectation of the formal extension of the powers of the Government over them.

While in this situation, they had established, temporarily, a

government of their own, and were attacked by the Indians under circumstances of much barbarity, and which were calculated to put in jeopardy the safety of the whole colony.

The circumstances required immediate effort and assistance, and this assistance, as far as it was in their power, was promptly rendered by the agents of the Hudson's Bay Company.

The form of the claim, as it originally existed, was not directly against the United States, but no objection is interposed from that cause. The assistance is precisely of the character the Government would have rendered, could application have been made to it; and on every consideration we are quite sure we shall have its approbation in the allowance of the claim, which appears to be preferred here for the first time.

The other item of claim depends on circumstances somewhat similar.

Assistance rendered to shipwrecked mariners is in conformity to the established policy of both Governments, through their consuls and other officers abroad, and in this case the captivity of these men by savages was superadded.

The assistance rendered through the agents of this Company, made by request of Americans on the coast, secured the release of these unfortunate men; and I am happy in having the concurrence of my colleague in granting full remuneration for the expenditures incurred in effecting so laudable an object. The claims for these services are therefore allowed.

C.—8.

Extract from Report of Captain M. E. Van Buren, Mounted Riflemen, of date May 30, 1850.

* * * * *

Cape Disappointment lies at the opposite side of the river, and much farther west into the ocean. It is a high, bold bluff,

presenting to the south an almost perpendicular face of rocks, of about two hundred and fifty feet in height. From the crest, at its southern extremity, the ground slopes abruptly, at places, at an angle of thirty degrees, to the north and east, to a small marsh and a sandy ridge. A rocky wall bounds the cape on all sides, interrupted on the east by the sandy ridge above spoken of, which has an elevation of thirty feet above high water, and by the small marsh and sandy beach on the southwest. The marsh is drained by a small brook, which empties into the ocean at the base of McKenzie's Head. This last is a rock-bound hill, detached from the rocky wall of the cape by the marsh and sandy beach. It has an elevation equal to that of the point of the cape, is bare of trees, but is covered with a rich soil, which is cultivated, affording good crops of potatoes, &c.

The whole surface of the cape, with the exceptions above mentioned, and a narrow ridge along the crest at its most southern extremity, is thickly covered with fir timber of a large growth. This cape completely commands the north channel, vessels being obliged to come almost within musket-shot of the point marked "B" on the map; and, coming in or going out by this channel, they would be in range of guns for two or three miles. The point "B" is a small irregular rocky projection, jutting out from the face of the cliff, much lower than it, and affording a good site for a water battery.

On the height above, "B," would be the position for the main work; but to prepare a sufficient area it would require cutting down in front and filling up in the rear, as the ridge along the face is very narrow, as before remarked.

At "B" there are *twelve fathoms* water, which shoals a little towards "C," where there are *nine*. The anchorage is off the latter point in this curve of the bay, and has from four to six fathoms water. I rank Cape Disappointment as second in importance for a military work.

The accompanying map of Cape Disappointment is from a survey by Mr. A. L. Lewes, made for P. S. Ogden, Esq., Chief Factor Hudson's Bay Company, and includes the claim of the latter gentleman, who has a large and well-built house

upon it. I believe it includes all that it would be necessary to reserve.”

* * * * *

ADJUTANT GENERAL'S OFFICE, *Washington.*

Official extract:

E. D. TOWNSEND,
Assistant Adjutant General.

C.—9.

HEADQUARTERS ELEVENTH MILITARY DEPARTMENT,
FORT VANCOUVER, O. T., *October 11, 1850.*

Notice is hereby given to all whom it may concern, that a military reservation for and in behalf of the Government of the United States is hereby declared: as follows: Commencing at the point where a meridian line, two miles west from the United States flag-staff, at the military post near Fort Vancouver, O. T., strikes the north bank of Columbia river; thence due north, on said meridian, four miles; thence due east four miles; thence due south to the bank of the Columbia river; thence down said bank to the place of beginning. Said reservation being subject only to the lawful claims of the Hudson's Bay Company, as guaranteed under the treaty between the United States and Great Britain, dated July seventeenth, one thousand eight hundred and forty-six. All improvements made within the above-described limits, by resident settlers, prior to the date of this notice, will be appraised by a board of officers, and payment recommended for the same.

(Signed)

W. W. LORING,
Lt. Col. R. M. R. and Brevet Col. U. S. Army,
Commanding 11th Military Department.

Official copy:

R. M. MORRIS,
Acting Assistant Adjutant General.

Official:

E. D. TOWNSEND,
Assistant Adjutant General.

HEADQUARTERS 11TH MILITARY DEPARTMENT,
COLUMBIA BARRACKS, O. T., *November 20, 1850.*

GENERAL: I have the honor to transmit herewith a map of the military reservation as surveyed and established at this point, subject to the claims of the Honorable Hudson's Bay Company, as guaranteed under treaty.

I am, sir, very respectfully, your obedient servant,

W. W. LORING,

*Lt. Col. R. M. R. Brevet. Col. U. S. Army,
Commanding 11th Military Department.*

Bvt. Maj. General R. JONES,

Adjt. Genl U. S. Army, Washington City.

Official:

E. D. TOWNSEND,

Assistant Adjutant General

WAR DEPARTMENT,
WASHINGTON, *August 8, 1851*

Brevet Brigadier General E. A. HITCHCOCK,
Commanding Pacific Division, Sonoma, California,

SIR: Petitions have been received at this Department from citizens of Vancouver, Oregon, stating that the military authorities at the fort have laid off a military reserve adjacent thereto, four miles square, and including the county seat, with sundry improvements belonging to an individual.

It is not known at this Department how far these representations are correct. The only information on file respecting the reserve appears to be a map, copied by Lieutenant R. S. Williamson from the original, drawn by Lieutenant James Stuart, from which, having no scale attached, its extent cannot be ascertained. It appears, however, to include the "Hudson's Bay Picket," and "Hudson's Bay Village," besides some cleared and cultivated lands.

It is obvious, apart from any reasons stated by the petitioners, that a reserve of the extent above mentioned is not

needed for military uses, and it is believed that a quarter of a section (one hundred and sixty acres), would be amply sufficient for the uses of the post.

You are therefore directed to cause to be laid off a reserve containing about a quarter section of land, and excluding, as far as possible, all improvements belonging to private citizens and others. Should it be found necessary to include any such improvements within the reserve, a special report will be made, to enable the Department to judge of such necessity, and the probable cost of the improvements will also be stated.

The boundaries of the reserve should be clearly and accurately stated on the plat of survey, so that the same may be laid down on the plats of the General Land Office.

Very respectfully, your obedient servant,

WILL. A. GRAHAM,
Acting Secretary of War.

Official:

E. D. TOWNSEND,
Assistant Adjutant General.

HEADQUARTERS PACIFIC DIVISION,
BENICIA, *September 29, 1851.*

Hon. C. M. CONRAD, *Secretary of War:*

SIR: I have the honor to acknowledge the receipt of your communication of the 8th ult., in regard to certain "petitions" from citizens of Vancouver, Oregon, touching the extent, &c., of a military reserve at that place, and beg to make the following remarks:

By the treaty with England establishing the northern boundary of Oregon, the "possessory rights of the Hudson's Bay Company were to be respected." That Company had, and yet has, an establishment at Vancouver, where they have a picket-work with block-houses near the river, with grounds enclosed by fences on all sides of the picket-work, of greater or less extent, which grounds have been cultivated by the Hudson's Bay Company, and within those grounds are con-

tained also a number of buildings, store-houses, &c. Immediately west of these enclosed grounds, along the river, and extending back from the river, there is quite a village of ordinary frontier huts, disposed in streets, and occupied by employés of the Company, for whose accommodation, as I suppose, they were originally erected; and of course this village, I presume, must be considered as falling within the "possessory" rights of the Company. Besides all this, the Company has *mills* several miles above Vancouver, on the bank of the Columbia; in addition to which the Company claims an undefined extent of cattle range, which has been in the use of the Company since its establishment in the country.

Such seems to have been the position of the Company at Vancouver when the United States troops reached there; and then, by an amicable arrangement between the agent of the Company and the United States commander, the troops were encamped, and subsequently erected quarters, upon grounds cleared by the Company, immediately in rear of the picket-work and enclosed grounds of the Company; a portion of said enclosed grounds being relinquished by the Company for the convenience of the troops, to be paid for on certain terms agreed upon.

A military reservation was declared of four miles, including, but subject to, the claims of the Company.

In this state of things, a question was raised by settlers in the country as to the extent of the "possessory" rights of the Company; some giving the opinion that those rights did not extend beyond the actual enclosures. In this view, a settler established himself and has built a house on the river bank about a mile, or perhaps a mile and a quarter, below the picket-work of the Company, against the remonstrances and repeated efforts of the agent of the Company to prevent it.

This act is regarded by the Company as an infringement of its rights under the treaty; and I take pains to state the point as clearly as I am able, as the question arising under it may have some international importance, and is comparatively insignificant so far as the military reservation is concerned.

The county authorities, taking the same limited view of the

rights of the Company, have laid off a town, and have disposed of lots, taking in the actual buildings occupied by the employes of the Company, and are only restrained from actual occupancy by the site falling within the declared military reservation; and if now the reservation should be restricted to narrow limits it could not fail to bring about a most unpleasant state of things between the Hudson's Bay Company and the settlers in the country, including the county authorities.

I hope the importance of the subject, as in some way connected with a solemn treaty and affecting very large interests, will excuse the length of this communication and the liberty I take of suggesting that, having just returned to this place from a visit to Vancouver, I am of opinion that, if the right of the English to the navigation of the Columbia can be extinguished at the same time a purchase by the United States of the Hudson's Bay Company's rights in Oregon, is very desirable, and would amicably put an end to or turn aside a threatening cause of very troublesome irritation.

In the meantime I earnestly recommend that no orders be given touching the military reservation until the question of purchase or non-purchase be decided; the subject of which is, I understand, now under consideration at Washington. Should the purchase be made, it will be an advantage to the country to relinquish the grounds to the people, reserving only a small garrison site.

I do not myself know what tribunal can make a decision that would be satisfactory to the parties on a question between the Company and the settlers, as to the "possessory" rights of the former. If the Company is to be restricted to actual enclosures, what becomes of the village now filled with the people of the Company, and what becomes of the cattle and sheep of the Company now running at large? A purchase by the United States seems the most direct and least objectionable mode of removing all difficulties, the relative value to the United States being far beyond the intrinsic value of the improvements and the property of the Company; provided, as I have said, the right of navigation to the Columbia by the English can be extinguished. Under all the circumstances, I

have decided to delay executing the instructions contained in the communication of the 8th of August, respectfully requesting your approval of this step, with further instructions.

I have the honor to be, very respectfully, your obedient servant,

E. A. HITCHCOCK,

Colonel 2d Infantry, Brevet Brigadier General.

Official:

E. D. TOWNSEND,

Assistant Adjutant General.

HEADQUARTERS COL. BARRACKS, O. T.,

February 23, 1853.

MAJOR: * * * I would also urge that some decision may be made respecting the confirmation of the military reserve at this post. As it now stands, it appears to be a constant cause for irritation with the citizens and the legislature, as you may have seen by the slip I forwarded to you by last mail.

The Hudson's Bay Company have given their consent to its confirmation, and it can be done without compromising the Government in the matter, by reserving their *possessory rights*, as Colonel Loring did in his proclamation of it. This would completely exclude all other claimants, and give the courts of justice some basis to throw around us the protection of the law. This would settle the whole subject until after the Hudson's Bay Company shall have been purchased out, when the reservation can be reduced to any limits, or removed altogether. For full details, I refer you to my last letter, with the papers accompanying it.

I am, major, very respectfully, your most obedient servant,

(Signed)

B. L. E. BONNEVILLE,

Lieutenant Colonel, 4th Infantry.

Maj. E. D. TOWNSEND, *Asst. Adjt. General,*

Headquarters Pac. Div., San Francisco, Cal.

A true copy:

E. D. TOWNSEND, *Asst. Adjt. General,*

Headquarters Pac. Div., San Francisco, March 28, 1853.

Official:

E. D. TOWNSEND,

Assistant Adjutant General.

HEADQUARTERS PACIFIC DIVISION,
SAN FRANCISCO, *March 30, 1853.*

SIR: I enclose herewith an extract from Lieutenant Colonel Bonneville's letter of February 23, recommending that the military reserve at Columbia Barracks be declared. I respectfully submit, that a compliance with the recommendation in the manner suggested would at once put a stop to all difficulties, such as are referred to in my letter on this subject of November 10, 1852.

Having alluded to that letter, I will remark that the treaty referred to therein as having been violated by Mr. Short's settlement on the reserve is the one of 1846, and not the "Ashburton treaty," as inadvertently stated.

As an additional reason for making the reservation, I will observe that by some recent proceedings of the legislative body in Oregon, an attempt has been made, or is contemplated, to take possession of a portion of the reservation for a county site, in disregard of both the rights of the army and the Hudson's Bay Company, under the treaty. Care should be taken to make the reservation subject to the rights of the Hudson's Bay Company.

A copy of the map of the reserve was forwarded from these headquarters December 30, 1850, and its receipt was acknowledged February 24, 1851; but as it does not appear that a description of the limits was sent at the same time, I enclose a copy herewith.

I am, sir, very respectfully, your obedient servant,

E. A. HITCHCOCK,

Col. 2d Inf., Bvt. Brig. General, Commanding.

Col. S. COOPER,

Adj't Gen., U. S. Army, City of Washington, D. C.

Official:

E. D. TOWNSEND,

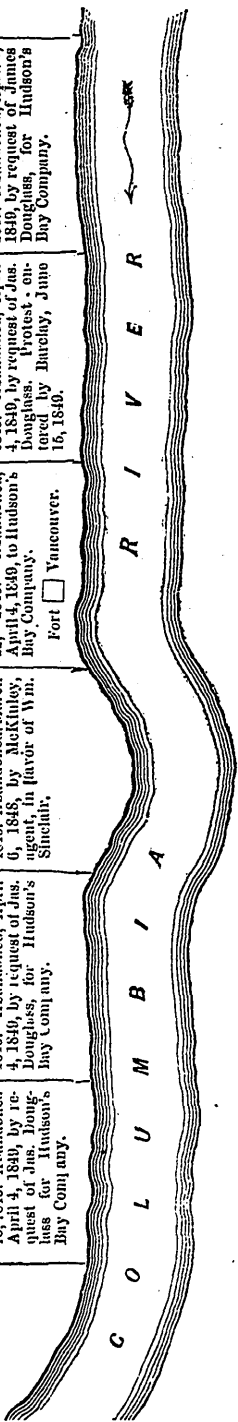
Assistant Adjutant General.

LAND CLAIMS RECORDED IN "LAND CLAIM RECORD No. 1. 1845-6," IN VICINITY OF VANCOUVER,
WASHINGTON TERRITORY.

<p>ED. SPENCER. Recorded, October 10, 1845. Abandoned April 4, 1849, by request of Jas. Douglass for Hudson's Bay Company.</p>	<p>R. LANE. Recorded, October 10, 1845. Abandoned, April 4, 1849, by request of Jas. Douglass, for Hudson's Bay Company.</p>	<p>WM. BRUCE. Recorded, October 10, 1845. Abandoned, April 4, 1849, by request of Jas. Douglass, for Hudson's Bay Company.</p>	<p>J. GRAHAM. Recorded, October 10, 1845. Abandoned, April 4, 1849, by request of Jas. Douglass. Protest entered by Graham, June 20, 1849. Abandoned by Graham, Sept. 1, 1849.</p>	<p>T. LOWE. Recorded, October 10, 1845. Abandoned, April 4, 1849, by request of Jas. Douglass, for Hudson's Bay Company.</p>	<p>FORBES BARCLAY. Recorded, October 10, 1845. Abandoned, April 4, 1849, by request of Jas. Douglass. Protest entered by Barclay, June 15, 1849.</p>	<p>JOHN MOPHAIL. Recorded, October 10, 1845. Abandoned, April 4, 1849, by request of James Douglass, for Hudson's Bay Company.</p>
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C O L U M B I A

R I V E R



Forbes Barclay has this day recorded a land claim in Vancouver District as follows, to wit: Commencing at a tree on the north bank of the Columbia river, being the southeast of James Douglas's claim, following the said river upwards about one mile; thence about north one mile to a marked tree; thence about west to the northeast corner of James Douglas's claim, and from thence to the place of beginning, so as to include about 640 acres of land. And the claimant states that he holds the said claim without occupancy.

Dated at Oregon City, this 10th day of October, 1845.

Attest:

J. E. LONG, *Recorder.*

Endorsed across the face in red ink:

Abandoned by the personal request of Mr. Douglas in favor of the Hudson's Bay Company, April 4, 1849.

Attest:

THEO. MAGRUDER, *Recorder.*

Endorsed across the face in red ink:

June the 15th. This day the original claimant, Forbes Barclay, personally appeared and directed the Recorder to enter a protest against the above transfer, as Mr. Douglass was not authorized to make the transfer.

JUNE 15, 1849.

Attest:

THEO. MAGRUDER, *Recorder.*

Richard Lane has this day recorded a land claim in Vancouver District as follows, to wit: Commencing at a tree on the north bank of the Columbia river, being the southwest corner of Francis Ermatinger's claim, following the same river downwards one mile to another marked tree; thence about north one mile to a stake; thence about east one mile to the northwest corner of Francis Ermatinger's claim, and from thence to the place of commencement, so as to include about 640 acres

of land. And the claimant states that he holds the said claim without occupancy.

Dated at Oregon City, this 10th day of October, 1845.

Attest :

J. E. LONG, *Recorder.*

Endorsed across the face in red ink :

Abandoned by the personal request of Mr. James Douglas in favor of the Hudson's Bay Company, April 4, 1849.

Attest :

THEO. MAGRUDER, *Recorder.*

Thomas Lowe has this day recorded a land claim in Vancouver District as follows, to wit: Commencing at a marked tree about one mile north of the north bank of the Columbia river, being the northeast corner of James Douglas's claim; thence about east one mile to the northeast corner of the claim of Forbes Barclay; thence north one mile to a marked (?); thence about west one mile to another tree, being the northeast corner of James Graham's claim, and from thence to the place of beginning, so as to include about 640 acres of land. And the claimant states that he holds the said land without occupancy.

Dated at Oregon City, this 10th day of October, 1845.

Attest :

J. E. LONG, *Recorder.*

Endorsed across the face in red ink :

Abandoned by the personal request of Mr. James Douglas in favor of the Hudson's Bay Company, April 4, 1849.

Attest :

THEO. MAGRUDER, *Recorder.*

John McPhail has this day recorded a land claim in Vancouver District as follows, to wit: Commencing at a tree on

the north bank of the Columbia river, being the southeast corner of Forbes Barclay's claim, following the said river upwards about one mile to a marked tree; thence about north one mile to another marked tree; thence about west one mile to the northeast corner of Forbes Barclay's claim, and from thence to the place of beginning, so as to include about 640 acres of land. And the claimant states that he holds the said claim without occupancy.

Dated at Oregon City, this 10th day of October, 1845.

Attest:

J. E. LONG, *Recorder.*

Endorsed across the face in red ink:

Abandoned at the personal request of Mr. James Douglas in favor of the Hudson's Bay Company.

Attest:

THEO. MAGRUDER, *Recorder.*

Edward Spencer has this day recorded a land claim in Vancouver District as follows, to wit: Commencing at a tree on the north bank of the Columbia river, being the southwest corner of the claim of Richard Lane, following the said river downwards one mile to a marked tree; thence about north one mile to another marked tree; thence about east one mile to the northwest corner of Richard Lane's claim, and thence to the place of commencement, so as to include about 640 acres of land. And the said claimant states that he holds the said land without occupancy.

Dated at Oregon City, this 10th day of October, 1845.

Attest:

J. E. LONG, *Recorder.*

Endorsed across the face in red ink:

Abandoned at the personal request of Mr. James Douglas in favor of the Hudson's Bay Company, April 4, 1849.

Attest:

THEO. MAGRUDER, *Recorder.*

James Graham has this day recorded a land claim in Vancouver District as follows, to wit: Commencing at a marked tree one mile north of the Columbia river, being the northwest corner of James Douglas's claim; thence about east one mile to a tree at the southwest corner of Thomas Lowe's claim; thence about north one mile to the northwest corner of Thomas Lowe's claim: thence about west one mile to a marked tree, and thence to the place of commencement, so as to include about 640 acres of land. And the claimant states that he holds the said claim without occupancy.

Dated at Oregon City, this 10th day of October, 1845.

Attest:

J. E. LONG, *Recorder.*

Endorsed across the face in red ink:

Abandoned by the personal request of Mr. James Douglas in favor of the Hudson's Bay Company, April 4, 1849.

Attest:

THEO. MAGRUDER, *Recorder.*

Endorsed across the face in red ink:

June 20, 1849. This day the original claimant, James Graham, has entered a written protest against the above transfer, stating that Mr. Douglas was not authorized to make said transfer.

Attest:

THEO. MAGRUDER, *Recorder.*

Endorsed across the face in red ink:

Abandoned by the written request of the claimant, September 1, 1849.

Attest:

THEO. MAGRUDER, *Recorder.*

William Bruce has this day recorded a land claim in Vancouver District as follows, to wit: Commencing at a tree about one mile north of the Columbia river, being the northwest

corner of Francis Ermatinger's claim; thence about east one mile to the northwest corner of James Douglas's claim; thence about one mile north to the northwest corner of James Graham's claim; thence about west one mile to a marked tree; and thence to the place of beginning, so as to include 640 acres of land. And the claimant states that he holds the said claim without occupancy.

Dated at Oregon City, this 10th day of October, 1845.

Attest:

J. E. LONG, *Recorder.*

Endorsed across the face in red ink:

Abandoned by the personal request of Mr. James Douglas in favor of the Hudson's Bay Company, April 4, 1849.

Attest:

THEO. MAGRUDER, *Recorder.*

James Douglas, of Vancouver, has this day recorded a land claim in Vancouver District as follows, to wit: Commencing at a tree on the bank of the Columbia river, about half a mile above Fort Vancouver, following the windings of said river to a tree about half a mile below the said Fort Vancouver; from thence to a tree about one mile nearly north; thence about east to another tree one mile distant; and thence to the place of commencement, so as to embrace 640 acres of land. And the claimant states that he holds the said claim by personal occupancy.

Dated at Oregon City, this 22d day of September, 1845.

Attest:

J. E. LONG, *Recorder.*

Endorsed across the face in red ink:

Abandoned by the personal request of the claimant in favor of the Hudson's Bay Company, April 4, 1849.

Attest:

THEO. MAGRUDER, *Recorder.*

Francis Ermatinger has this day recorded a land claim in Vancouver District as follows, to-wit: Commencing at a tree on the north bank of the Columbia river, being the southwest corner of James Douglas's claim, following the said river downwards to another tree marked; thence about north one mile to another tree marked; thence to the northwest corner of James Douglas's claim, and from thence to the place of beginning, so as to include about 640 acres of land. And the claimant states that he holds the said claim without occupancy.

Dated Oregon City, 10th October, 1845.

Attest:

J. E. LONG, *Recorder.*

Endorsed across the face in red ink:

Abandoned by A. McKinley, as agent for the claimant, together with all improvements on the claim, in favor of William Sinclair, March 6, 1848.

Attest:

THEO. MAGRUDER, *Recorder.*

STATE OF OREGON, DEPARTMENT OF STATE.

To all to whom these presents shall come, greeting:

I, Samuel E. May, Secretary of State of the State of Oregon, hereby certify the foregoing to be a correct copy and transcript of the entire original record-entries of the notice of claims of James Douglas, Wm. Bruce, J. Graham, T. Lowe, Ed. Spencer, R. Lane, F. Ermatinger, Forbes Barclay, and John McPhail, and the abandonment of the same, as the same is recorded in pages 26, 27, 28, 29, and 30, in Book No. 1 of the Land Claim Record, kept under the Provisional Government of Oregon, which said book and original record are now in my possession as lawful custodian thereof. I further certify that, after diligent search for the same, I am unable to find in said record any further notice of any other claim in which the Hudson's Bay Company have, or had, or claimed to have any interest under the laws of Provisional Government.

I further certify that the annexed diagram is an approximately correct representation of the relative position of the several claims above described, and the Hudson's Bay Company's post at Vancouver, on the Columbia river.

In testimony whereof, I have hereunto signed my name [SEAL.] and affixed the seal of the State of Oregon, this 19th day of December, A. D. 1866.

SAMUEL E. MAY,
Secretary of State.

C—11.

Claim of the Hudson's Bay Company, growing out of Indian hostilities. (See deposition of R. J. Atkinson, Evidence of The United States adsm. The Hudson's Bay Company, Pt. 2, p. 183.

TREASURY DEPARTMENT,
THIRD AUDITOR'S OFFICE, August 14, 1866.

SIR: As verbally requested by you, I enclose herewith a schedule relative to the claims of the Hudson's Bay Company growing out of Indian hostilities in the Territories of Oregon and Washington, in the years 1855 and 1856, which were filed in this office on the 11th March, 1861.

These claims amount to the sum of \$107,325 76, upon adjustment of which awards amounting to the sum of \$73,911 89 were made by the Third Auditor on the 21st September, 1861.

Of this sum the amount awarded to the Hudson's Bay Company was \$71,240 38, upon claims amounting to the sum of \$102,426 72, which awarded sum was ordered to be paid to Messrs. Maitland, Phelps & Co., attorneys, New York.

The sum of \$603 12 was awarded to Dugald Mactavish, upon his claims, amounting to \$771 62, and ordered to be paid to said attorneys for the Hudson's Bay Company, assignees of claimant.

The sum of \$1,881 10 was awarded to W. F. Tolmie upon his claims, amounting to \$3,393 47, and ordered to be paid to

claimant, in care of said Maitland, Phelps, & Co. The sum of \$90 62 was awarded to the Puget's Sound Agricultural Company upon the claims of said Company, amounting to \$553 95, and ordered to be paid to Wm. F. Tolmie, agent, in care of Maitland, Phelps & Co. And the sum of \$96 67 was awarded upon the claim of James Sinclair for \$180, and ordered to be paid to claimant, in care of Maitland, Phelps & Co.

The Commissioners to ascertain and report upon the expenses incurred in said war were appointed by John B. Floyd, Secretary of War, under the act of 18th August, 1856, and reported to him. On the 15th January, 1858, the House of Representatives called for the report, which was transmitted by Floyd on the 23d of the same month. (See House Doc. No. 45, 1st session, 35th Congress.) From this report, dated October 10, 1857, it appears that the Commissioners met at Portland, Oregon, on the 20th October, 1856, and entered upon the duties assigned them. This office has no further knowledge relative to the presentation of the claims to the Commissioners.

The House acted by ordering the Committee on Military Affairs to examine the claims during the recess. This duty was confided, by the chairman of the committee, to R. J. Atkinson, Esq., Third Auditor, at whose office a large box containing the papers had been previously left.

On the 10th January, 1859, Mr. Atkinson addressed the result of his examination, with some suggestions, to the chairman of the committee, who reported the same to the House. (House Doc. No. 51, 35th Congress, 2d session.) On the 8th February, 1859, the House ordered the Third Auditor to examine the claims and report the amount due, under certain rules prescribed by the House. On the 7th February, 1860, the Auditor made a report, (Ex. Doc. No. 11, 36th Congress, 1st session,) and on the 2d March, 1861, an act was passed ordering that officer to audit the claims on the basis of his report.

I am not able to say when the box containing the papers was left at this office. It was thought at the time that the papers should have gone to the Secretary of War with the

Report of the Commissioners; but, being here, the House, by its resolution of February 8, 1859, treated them as "on file" in this office. The Report of the Commissioners was received through the published proceedings of Congress, as before stated.

Relative to your inquiry as to whether these claims of the Hudson's Bay Company for supplies, &c., furnished during said war, had been examined and allowed by the Commissioners before the presentation of the same at this office, I have to state that the Commissioners examined and reported on the Territorial showing of expenses incurred. These claims, being a part of said expenditure, were examined and acted on by the Commissioners and reported to the Secretary of War. No claims were acted on by the Third Auditor, except such as were reported by the Commissioners, although the rates reported as just by the Commissioners were disregarded by Congress in the law authorizing settlement, they having been considerably reduced in the recommendations of the Auditor.

I am, sir, your obedient servant,

A. M. GANGEWER,
Acting Auditor.

Hon. C. CUSHING,

355 *H street, Washington, D. C.*

Schedule of awards on the Oregon and Washington Indian war claims of the Hudson's Bay Company and others, filed in the Third Auditor's office on the 11th March, 1861, by Messrs. Maitland, Phelps & Co., New York.

CLAIMANTS.	CLAIMED.	AWARDED.
Hudson's Bay Company	\$5,543 63	\$3,828 20
" "	1,000 00	800 00
" "	5,683 90	3,852 57
" "	360 00	240 00
" "	9 50	9 50
" "	205 63	135 50
" "	2,719 60	1,733 50
" "	501 00	501 00
" "	3,212 30	2,150 70
" "	1,021 00	476 20
" "	1,500 00	1,365 00
Dugald Mactavish	150 00	70 00
Hudson's Bay Company	322 00	107 33
" "	255 00	228 67
" "	162 73	108 50
" "	9,797 50	6,431 67
" "	73 82	60 17
" "	515 00	479 50
" "	811 00	811 00
" "	317 80	317 80
" "	27 87	18 39
" "	221 25	139 07
" "	138 50	91 33
" "	2,530 75	1,887 17
" "	480 00	320 00
" "	266 00	177 33
" "	36 00	24 00
" "	4,386 88	2,909 10
" "	1,870 00	1,240 17
" "	1,600 00	1,066 67
" "	172 50	116 50
" "	440 00	440 00
" "	9,085 00	6,056 67
" "	308 50	146 42
" "	32 00	24 00
" "	130 25	66 03
Puget's Sound Agricultural Company	70 00	35 00
" "	9 00	4 73
" "	67 35	36 40
" "	27 60	14 49
W. F. Tolmie	78 50	49 92
" "	26 50	17 25
" "	1,750 00	940 00
" "	80 50	53 33
" "	39 30	18 99

CLAIMANTS.	CLAIMED.	AWARDED.
W. F. Tolmie.....	444 30	238 88
".....	148 90	81 69
".....	369 72	210 54
".....	400 00	220 00
".....	10 00	6 67
".....	5 75	3 83
Puget's Sound Agricultural Company.....	380 00	Disallowed.*
W. F. Tolmie.....	40 00	40 00
Dugald Mactavish.....	54 00	36 00
Hudson's Bay Company.....	3,423 65	2,451 57
".....	4,131 25	3,267 50
Dugald Mactavish.....	31 50	21 00
Hudson's Bay Company.....	535 40	535 07
D. McTavish.....	371 62	283 12
".....	400 00	320 00
Hudson's Bay Company.....	1,011 00	2,557 15
".....	2,615 74	
".....	12,735 90	8,534 15
".....	64 50	43 00
".....	2,177 40	1,495 90
".....	7,975 00	5,410 50
".....	1,325 00	1,060 00
James Sinclair.....	180 00	96 67
Hudson's Bay Company.....	1,968 85	1,371 47
".....	1,092 50	882 50
".....	50 00	33 33
".....	1,552 50	1,227 88
".....	5,795 60	3,883 70
Total.....	\$107,325 76	\$73,911 89

*Claim for "subsistence furnished families of men in service during Indian War" disallowed. The Government is not compelled to pay for the support of families of volunteers.

I certify that the foregoing is a true and correct abstract from the records of this office.

A. M. GANGEWER,
Acting Auditor.

TREASURY DEPARTMENT,
THIRD AUDITOR'S OFFICE, August 14, 1866.

ADDITIONAL DOCUMENTS.

FILED BY THE UNITED STATES IN THE CASE OF
THE HUDSON'S BAY COMPANY.

12. Dispatch of Sir E. B. Lytton to Governor Douglas, dated September 2, 1858, with Sign Manual enclosed, and reply of Governor Douglas, dated November 6, 1858. Parliamentary Papers, British Columbia, Pt. 1, pp. 51 and 9; Pt. 2, p. 24.
13. Extract from dispatch of Governor Douglas to Sir E. B. Lytton, dated October 26, 1858, Articles 7 and 8. Parliamentary Papers, British Columbia; Pt. 2, p. 9.
14. Dispatch from Governor Douglas to Sir E. B. Lytton, dated November 27, 1858. Parliamentary Papers, British Columbia; Pt. 2, p. 36.

ERRATUM, IN No. 4.

Page 208, line 6, for "February 4, 1859," read "December 7, 1858."

C—12.

No. 13.—*Copy of Dispatch from the Right Honorable Sir E. B. Lytton, Bart., to Governor Douglas.*

[No. 3.]

DOWNING STREET, *September 2, 1858.*

SIR: Referring to my dispatch No. 8, (Vancouver's Island,) of the 14th ultimo, I transmit to you, herewith, the Queen's revocation of the Crown Grant of the 30th May, 1838, to the Hudson's Bay Company, in so far as the said grant embraces or extends to the territories comprised within the colony of British Columbia.

I have, &c.,

(Signed)

E. B. LYTTON.

Governor DOUGLAS,

&c., &c.

Copy of an instrument under the Royal Sign Manual, revoking so much of the Crown Grant of 30th May, 1838, to the HUDSON'S BAY COMPANY, for exclusive trading with the Indians, as relates to the territories comprised within the colony of BRITISH COLUMBIA, dated 2d September, 1858.

VICTORIA, by the grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith, to all whom these presents shall come, greeting :

Whereas by an instrument, under the hand and seal of the Right Honorable Lord Glenelg, then one of our Principal Secretaries of State, and dated the 30th day of May, 1838, we did, for the reasons and considerations therein recited, grant and give our license to the Governor and Company of Adventurers trading to Hudson's Bay, and their successors, for the exclusive privilege of trading with the Indians in all such parts of North America to the northward and to the westward

of the lands and territories belonging to the United States of America as should not form part of any of our provinces in North America, or of any lands or territories belonging to the said United States of America, or to any European Government, State, or Power, but subject, nevertheless, as therein-after mentioned; and did give, grant, and secure to the said Governor and Company, and their successors, the sole and exclusive privilege, for the full period of twenty-one years from the date of our said grant, of trading with the Indians in all such parts of North America as aforesaid, (except as therein-after mentioned:) Provided, nevertheless, and we did thereby declare our pleasure to be, that nothing therein contained should extend, or be construed, to prevent the establishment by us, our heirs, or successors, within the territories aforesaid, or any of them, of any colony or colonies, province or provinces, or the annexing any part of the aforesaid territories to any existing colony or colonies, to us in right of our Imperial Crown belonging, or constituting any such form of civil government as to us might seem meet, within any such colony or colonies, province or provinces; and we did thereby reserve to us, our heirs, and successors, full power and authority to revoke our said grant, or any part thereof, in so far as the same might embrace or extend to any of the territories aforesaid, which might thereafter be comprised within any colony or colonies province, or provinces, as aforesaid:

And whereas we have, by our commission under the great seal of our United Kingdom of Great Britain and Ireland, bearing date at Westminster, this second day of September, 1858, in the twenty-second year of our reign, and in virtue as well of the powers vested in us by an act entitled, "An act to provide for the government of British Columbia," as of all other powers and authorities belong to us in that behalf, established within the territories aforesaid a colony, under the title of British Columbia, bounded, as in the said recited act is mentioned, to the south by the frontier of the United States of America, to the east by the main chain of the Rocky Mountains, to the north by Simpson's river and the Finlay branch of the Peace river, and to the west by the Pacific ocean, and

including Queen Charlotte's Island, and all other islands adjacent to said territories, except as therein-after excepted :

And whereas it has appeared to us expedient that the right of exclusive trade with the Indians given by us in manner aforesaid to the Governor and Company of Adventurers trading to Hudson's Bay, and their successors, within the territories in the said instrument described, should no longer be exercised by them within so much of those territories as is comprised within the said colony of British Columbia :

Now, know ye that we do hereby revoke our said grant contained in the hereinbefore-recited instrument of the 30th May, 1838, in so far as the same embraces or extends to the territories comprised within the said colony of British Columbia.

And we do hereby declare, that this present revocation of our said grant shall take effect within the said colony as soon as it shall have been proclaimed there by the officer administering the government thereof.

Copy of Dispatch from Governor Douglas to the Right Honorable Sir E. B. Lytton, Bart.

[No. 23.]

VICTORIA, VANCOUVER'S ISLAND,
November 6, 1858.

[Received January 15, 1859.]

SIR: In acknowledging receipt of your dispatch of the 2d September, 1858, No. 3, transmitting to me the Queen's revocation of the Crown Grant of the 30th May, 1838, to the Hudson's Bay Company, in so far as relates to the territories comprised within the colony of British Columbia, I beg to acquaint you that the necessary proclamation upon this subject will be made in the course of a few days.

I have, &c.,

(Signed)

JAMES DOUGLAS, *Governor.*

The Right Hon. Sir E. B. LYTTON, *Bart.*,

&c., &c., &c.

C.—13.

*Extract from a Dispatch from Governor Douglas to the Right
Honorable Sir E. B. Lytton, Bart.*

(No. 6.)

VICTORIA, VANCOUVER'S ISLAND,
October 26, 1858.

* * * * *

7. I observe your remarks as to the limit and extent of the rights devised by the Crown to the Hudson's Bay Company, and I have to advise Her Majesty's Government that the Hudson's Bay Company no longer enjoys any exclusive rights of trade whatsoever, and is placed in all respects in the same position as other British subjects on this coast.

8. I will take the liberty, which I feel satisfied you will under the circumstances excuse, of correcting an erroneous impression which appears to pervade the public mind in England. I allude to the often-asserted statement that the Hudson's Bay Company have made an unjust and oppressive use of their power in this country—a statement which I can assure Her Majesty's Government is altogether unfounded. On the contrary, it would be an easy matter to prove that they have been of signal service to their country, and that the British territory on the northwest coast is an acquisition won for the Crown entirely by the enterprise and energy of the Hudson's Bay Company; for, on commencing business operations in this quarter, the whole coast was held by foreigners, and it is only since the year 1846 that the Hudson's Bay Company have derived any real protection from the license of trade, as until that epoch the trade was open to all citizens of the United States in common with the Hudson's Bay Company.

Perhaps you will excuse my saying so much, as a sense of justice leads me to exert the little influence I possess in protecting from injustice men who have served their country so faithfully and so well.

At this moment I am making use of the Hudson's Bay

Company's establishments for every public office, and to their servants, for want of other means, I commit in perfect confidence the custody of the public money.

* * * * *

I have, &c.,

(Signed)

JAMES DOUGLAS, *Governor.*

The Right Hon. Sir E. B. LYTTON, *Bart.*,

&c., &c., &c.

C.—14.

Copy of Dispatch from Governor Douglas to the Right Honorable Sir E. B. Lytton, Bart.

(No. 37.)

VICTORIA, VANCOUVER'S ISLAND,

November 27, 1858.

[Received January 29, 1859.]

SIR: 1. I have the honor to acknowledge the receipt of your communication No. 20, of the 16th September last.

2. It is to me a most satisfactory and encouraging circumstance that Her Majesty's Government continues to approve of my proceedings in administering the government of British Columbia. I feel truly grateful for your kind support, and, in consequence, more capable of encountering the difficulties with which, though in a lesser degree, we are still beset.

3. I have with much pleasure, and according to your instructions, conveyed to Captain Prevost and Captain Richards, the officers commanding H. M. S. "Satellite" and "Plumper," your acknowledgments for the cordial assistance which they have rendered to this government whenever their services were required, and they are gratified by the compliment.

4. Her Majesty's Government may feel assured that I will endeavor to dispense as much as possible with the use of military assistance in administering the affairs of government;

and I have no doubt that, with time, and when there is a fixed population having vested rights and interests at stake in the country, a military force may in a great measure become unnecessary; but, until those changes take place, I would strongly recommend the maintenance of a respectable military or naval force, to represent the power and uphold the dignity of Her Majesty's Government.

5. I would also take the liberty of suggesting the employment of one or two gun-boats of light draught, for the protection of the public revenue, and also for conveying Government stores and troops from one part of the coast to another, a service that cannot be effected in country ships without much delay and enormous expense.

6. Those vessels will also be urgently required for the protection of persons who may be induced, by the revocation of the Hudson's Bay Company's license, to embark in the trade of the coast north of Frazer's river with the numerous and warlike tribes of Indians inhabiting that part of British Columbia, and who will not fail to demand the protection of Government so obviously requisite in the prosecution of their commercial pursuits.

7. Rear Admiral Baynes, with whom I have conversed on the subject, is of opinion that those gun-boats are also capable of navigating Frazer's river, and it is certain that their presence would have a powerful and salutary influence on the foreign population of the country.

8. The Rear Admiral is also of opinion that two of those vessels might be detached without inconvenience from the fleet now employed on the coast of China—a circumstance which I submit for your consideration, and most earnestly hoping that the suggestion may be favorably entertained.

9. It is, perhaps, unnecessary to occupy your time with remarks concerning the privileges of the Hudson's Bay Company, which have ceased to exist in British Columbia.

10. We have succeeded with difficulty in preventing the unlawful occupation of the public domain, and I look forward with anxiety for Colonel Moody's arrival, to commence the survey and allotment of land in British Columbia.

11. I observe the appointment of Mr. W. Hamley to the office of collector of customs for British Columbia, and that he was to sail in the "Thames City" in a few days from the date of your dispatch.

12. My own views entirely concur with your remarks on the great importance to the general social welfare and dignity of the colony that gentlemen should be encouraged to come to this country by the hope of obtaining professional occupation as stipendiary magistrates, or in other respectable public appointments; and there are really very few persons, the officers of the Hudson's Bay Company excepted, qualified to fill offices of trust and responsibility; and I would remark, in reference to the officers of the Hudson's Bay Company, that they are engaged in other pursuits, and have in no instance been appointed to any office under government, nor do any of them appear disposed to accept of any public employment.

13. I would, for these reasons, recommend that careful appointments should be made in England. There is here a wide field for such situations, and the qualities requisite are, integrity, sobriety, firmness, zeal, industry, implicit obedience to orders, and a practical acquaintance with the nature of the duties to be performed.

14. I shall most gladly attend to your wishes for any newspapers containing matter worthy of attention, and shall not fail to inform you of every thing of importance that passes in British Columbia.

I have, &c.,

(Signed)

JAMES DOUGLAS, *Governor.*

The Right Hon. Sir E. B. LYTTON, *Bart.*,

&c., &c., &c.

LIST OF MAPS AND PLATS FILED BY THE UNITED STATES.

1. Coast-Survey map of the mouth of Columbia river, accompanying evidence of Wm. B. McMurtrie in the matter of the Hudson's Bay Company.

2. Land-Office map of Oregon, 1866.

3. Land-Office map of Washington Territory, 1865.

4. Map of the United States Government Reserve of Vancouver, 1850, surveyed and drawn by Lieutenant James Stuart, 2d Lieut. R. M. R., B'vt Capt., U. S. A., records War Department, referred to in United States Documents, C—9.

5. Map of the mouth of the Columbia river, enlarged from Wilkes' small map and other data, by M. E. Van Buren, Capt. R. M. R., from Engineer Department, and certified by E. D. Townsend, Assistant Adjutant General, accompanying extract from report, United States Documents, C—3.

6. Plat of the Hudson's Bay Company's claim at Fort Vancouver, as described in a letter from Chief Factor John Ballenden, to Mr. J. B. Preston, Surveyor General of the Territory of Oregon, dated July 30, 1852, on file in General Land Office.

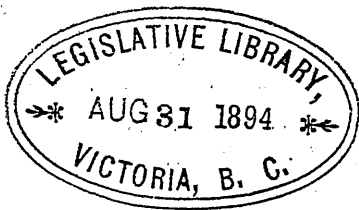
7. Plat of the land around Fort Vancouver, from official surveys in the General Land Office.

8. Map of the Military Department of Oregon, 1853, from office of Explorations and Surveys, War Department.

9. Map of Military Reservation at Fort Vancouver, surveyed under direction of Captain Geo. Thom, Topographical Engineers, by Lieutenants J. B. Wheeler and J. Dixon, Corps Topographical Engineers, by order of Brigadier General W. S. Harney, 1859.

10. Map of "The Provinces of British Columbia and Vancouver Island, with portions of the United States and Hudson's Bay Territories," contained in a Parliamentary Blue Book, entitled "Papers Relative to the Affairs of British Columbia."

11. Map of Steilacoom Harbor, United States Coast Survey, referred to in the deposition of William B. McMurtrie in the matter of the Puget's Sound Agricultural Company.



LIST OF PHOTOGRAPHS FILED BY THE UNITED STATES.

1. Photograph of Mission House at Kootenay, marked "A," accompanying depositions, of G. C. Gardner and of J. M. Alden.
2. Photograph of Hudson's Bay Company's Post at Colvile, marked "B," accompanying deposition of G. C. Gardner.
3. Photograph of interior of Hudson's Bay Company's Post of Fort Vancouver, accompanying deposition of George Gibbs, marked "C."
- 3½. Photograph of Camp of British Boundary Commission, Fort Vancouver, accompanying deposition of George Gibbs, marked "D."
4. Photograph of exterior and interior of Fort Hall, from report of Major O. Cross, United States Army, to Quartermaster General, dated June 30, 1850.
5. Photograph of interior and exterior of Fort Boisé, from report of Major O. Cross, United States Army, to Quartermaster General, dated June 30, 1850.
6. Photograph Bird's-eye View of Fort Vancouver, from a lithograph in volume 12, part 1st, Pacific Railroad Reports.
7. Photograph of Fort Walla-Walla, from a lithograph in volume 12, part 1st, Pacific Railroad Reports.
8. Photograph of Fort Okanagan, from a lithograph in volume 12, part 1st, Pacific Railroad Reports.
9. Photograph of Hudson's Bay Company's Mill, near Fort Colvile, from a lithograph in volume 12, part 1st, Pacific Railroad Reports.
10. Photographic view at Fort Colvile, looking across the Columbia River, copy from photograph by English Boundary Commission, taken by British officers on the Northwestern Boundary Survey, marked "E," referred to in the supplemental testimony of G. C. Gardner.