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JAN 24 1921

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

IT IS AGREED in behalf of said Companies and of the United States of America, that all evidence to be taken relating to the claims of the Hudson's Bay Company in the City of Victoria, Vancouver's Island, shall be taken before Allen Francis, Esq., United States Consul for Vancouver's Island and its dependencies; and it is agreed and stipulated that he is duly authorized to administer oaths, and take such depositions, according to the regulations of such commission.

EDWARD LANDER,
Of Counsel for Company,

W. C. JOHNSON,
Of Counsel for U. S.

Dated at VICTORIA, V. I.,
Aug. 1, 1865.



EVIDENCE

ON THE PART OF THE

HUDSON'S BAY COMPANY,

CLAIMANTS.

DEPOSITIONS of Witnesses sworn and examined in the city of Victoria and colony of Vancouver Island, before me, Mr. *Allen Francis*, United States Consul for Vancouver Island and the dependencies thereof, by virtue of an agreement made and entered into between *Edward Lander* as Counsel for the Hudson's Bay Company, and *W. C. Johnson* as Counsel for the United States of America, in the matter of the claim of the Hudson's Bay Company against the United States of America.

Thomas Lowe, of the city of Victoria, and colony of Vancouver Island, merchant, a witness produced on the part and behalf of the Hudson's Bay Company, being duly sworn, deposeth and saith as follows :

Interrogatory 1.—State if at any time you were in the employ of the Hudson's Bay Company ; and if so, at what time, and for how long ?

Answer.—I was engaged as a clerk in the service of the Hudson's Bay Company in 1841, and continued with the Company in that capacity until the month of April, 1850, during most part of which time I was stationed at or near Fort Vancouver. I was also employed a good deal in travelling and visiting the various stations of the Company.

Int. 2.—What time did you first come to Fort Vancouver ?

Ans.—I arrived at Fort Vancouver in the month of June, 1843, having been previously stationed on the North-West coast.

Int. 3.—State if you were well acquainted with the post of Vancouver, its farms and improvements; if so, please give a description of them.

Ans.—I was, having been for several years employed as accountant, in which position it was my duty once a year, and sometimes oftener, to take a list of stock, and a full inventory of all improvements and additions made during the previous year.

Int. 4.—Look at this list now shewn to you marked A (under the head of Vancouver and its neighbourhood,) and state what you know about it, and under what circumstances it was made, and as to its correctness.

(*W. C. Johnson*, Counsel of the United States, objects to the introduction of document A, as it purports to be an inventory of the property of the Hudson's Bay Company in 1846, and not at the time it was converted to the use of the United States.)

Ans.—I believe that it contains a correct account of all the buildings at Fort Vancouver in 1846, and I recognise it as having for the most part been made out under my own supervision while acting in the capacity of accountant at Fort Vancouver during that year; only the improved land that was actually under fence at that time appears to be included in this list. There was much more land under cultivation, unfenced at the time. The object appears to have been to have measured the exact number of yards of fencing then standing.

Int. 5.—What do you say as to the list for Sauvies Island?

Ans.—I recognise that also as being correct.

Int. 6.—State what you know, if anything, of the extent of land used and occupied by the Hudson's Bay Company for farming and pasturage at and around Fort Vancouver in 1846?

(Objection same as before by U. S. Counsel.)

Ans.—The Company made use of land for farming and pasturage extending along the Columbia River from a point about one or two miles above the saw-mill to a small stream falling into the Columbia opposite the town now known as St. Helens, in the State of Oregon, a frontage of about 31 miles, and extending back from the river in some places for a distance of 3 or 4 miles, and in

others as much as 12 or 15 miles. They had also dairies and farms on Sauvies Island.

Int. 7.—State, if you can, the numbers and names of the different plains on this land, and their situation?

Ans.—Lying back of the fort there were several plains separated from each other by belts of timber—those known as the first; second and third plains had each been farmed; the fourth and camass plains were used for pasturage. There was a large extent of open ground back of the saw-mill, known as the mill plain, all of which was under cultivation. Adjoining the fort was the Fort plain; while some distance lower down the river were situated the lower plains, where a good deal of land had been under cultivation.

Int. 8.—State what you know, if anything, as to the nature and extent of farming operations, and the stock kept by the Company?

Ans.—At this distance of time I could not speak definitely as to these matters, but I know that farming operations were carried on very extensively, upwards of 100 laborers having been generally employed. The number of cattle, horses, sheep and hogs was also great, and much land was required as a range.

Int. 9.—Besides the grist mill and saw mill and agricultural operations, what other branch of business was carried on at Fort Vancouver, or near there?

Ans.—There were extensive salmon fisheries opposite the mouth of the Willamette, and from the Cascades to the mouth of the Columbia; the one nearest Vancouver being on what we considered as the Hudson's Bay Company's land within six miles of the fort, and nearly opposite the upper mouth of the Willamette. The yield of fish varied during the different seasons, but on an average I think the Company must have cured about 2000 barrels a year for the use of their employés and for exportation.

Int. 10.—State, Mr. Lowe, after you left the Company's employ in 1850, what business you entered into and where you resided?

Ans.—I first went to Oregon City, and commenced business as a commission merchant, and remained in business in Oregon until 1860, after which I came to Victoria, and entered into business as a merchant.

Int. 11.—Are you acquainted with the value of lands, mill sites, and other property in Oregon, and that section of country?

Ans.—There have been so many fluctuations in the values of farming lands and mill property during the years that I resided in Oregon, that it is almost impossible to state definitely what at any time may be their value, so much depending upon the circumstances of the owners. I can however state, that I have generally kept myself informed as to the prices of real estate in all the more prominent localities in Oregon.

Int. 12.—State, if you can, what was the value of the Hudson's Bay Company's property at and around Vancouver at the time of the Treaty, and at various times up to the present?

Ans.—In 1846 there were so few settlers in the neighbourhood, that the Hudson's Bay Company appeared to have the use of all the land they wanted, and I never knew what extent of land they claimed. If, however, it comprises or did comprise the boundaries I have given in answer to a previous question, it would amount to about two hundred and fifty square miles, or one hundred and sixty thousand acres which ought to average at least two dollars and a half an acre, taking the wild and improved lands together. Since 1846 the site of the Company's old establishment at Vancouver and the river landing has become valuable, from the fact of a town having been built there, and the land divided up and sold as town lots. The farming land in the neighbourhood has risen in value from this cause, and from the town having been made the county seat of Clarke country.

Int. 13.—What was the main trade carried on at the Hudson's Bay Company's posts, and what relation did the post of Vancouver bear to the others?

Ans.—The main trade carried on at the different posts, to which I suppose you allude, was trading furs. Vancouver was the entrepôt for the supply of the different posts owned by the Hudson's Bay Company on the West side of the Rocky Mountains. It was from Vancouver that these posts were furnished with trading goods and provisions, and to which they brought the furs traded in the interior. The relation that the post of Vancouver bore to the others was that it was the focus of the whole trade and the headquarters of the District. Every post West of the Rocky Mountains was supplied from Vancouver, both in the interior, and on the sea coast.

Int. 14.—State, if you know, whether this fur trade, for a series of years, was, or was not, profitable?

Ans.—As accountant at Vancouver, I had to make up the books for several years, say from 1844 to 1849, and during these years the balance sheet showed large profits, as much sometimes as thirty-five thousand pounds per annum.

Int. 15.—State, if you can, Mr. Lowe, what foreign trade was carried on from Vancouver, and with what countries, and in what articles?

Ans.—At the time of the Treaty in 1846 the foreign trade was confined to the Sandwich Islands and the Russian possessions on the North-West coast. The exports to these places consisted of lumber, pickled salmon, flour, and dairy produce. In 1848, soon after the discovery of gold mines in California, an extensive trade in these articles was opened with San Francisco.

Int. 16.—Were you at Vancouver after 1850, after you left the Company's employ in 1850?

Ans.—Yes, I was there repeatedly.

Int. 17.—State, if you can, the condition in which you found the lands of the Company with reference to settlers?

Ans.—I found a great many settlers claiming and occupying these lands, and carrying on farming operations.

Int. 18.—To what extent did it interfere with the agricultural operations of the Company, and the pasturage of their cattle?

Ans.—It appeared to me that they had ceased to carry on farming operations, as most of the land they had claimed had been squatted on, and the same had taken place with the Stock Range.

Int. 19.—Are you acquainted with the post at Champoeg, and how long?

Ans.—Intimately, from 1845 to 1860.

Int. 20.—Look at this list of buildings and property at Champoeg on document marked A, and see if it is correct?

Ans.—The dwelling house, granary, and outbuildings I know were there, and the Company also owned some land and town lots.

Int. 21.—State, if you can, the cost and value of each of those buildings, while in possession of the Company.

Ans.—The granary, I should think, was worth five thousand

dollars; the dwelling house worth three thousand dollars; and the outbuildings probably worth one thousand dollars.

Int. 22.—State, if you can, the value of those lots belonging to the Company at Champoeg, and where Champoeg is situated.

Ans.—Had the Company wished to sell, they might easily have obtained ten thousand dollars for the land they owned there, as it was a good river landing, and more valuable on that account than adjoining lands, which were apt to be submerged at high water. Champoeg is situated on the right bank of the Willamette River, about 20 miles above Oregon City and is principally used as a trading place by the farmers on the French Prairie; and it is to Champoeg that they bring their wheat, &c., for shipment.

Int. 23.—State if you did know the Fort called Nez-Percés or Walla-Walla, and if you do, where is it situated?

Ans.—I did know the fort belonging to the Hudson's Bay Company which they called Fort Nez-Percés; it was situated on the southern bank of the Columbia River at the mouth of the "Walla-Walla;" the place is now called "Wallula."

Int. 24.—Look at the list of buildings and improvements, under the head of Fort Nez-Percés on document marked A, and state what you know about them?

Ans.—I know that this list is correct, as I myself took the measurements of the different buildings therein described in April, 1847, having been instructed to do so; the 30 acres of cultivated land mentioned in this list was merely what was under fence at that time, and formed but a small portion of the farm.

Int. 25.—What was the cost and value of those buildings at the post, as set out on the list?

Ans.—Fort Nez-Percés was situated amongst tribes of very dangerous Indians, and many men were required for defence while the fort was being built; it is only therefore with this fact in consideration that I could base any estimate of the cost. I should think that the buildings, walls, and bastions might have cost fifty thousand dollars, and the value of the fort was in its being a defence against hostile Indians, and a safe place of deposit for goods; it was a depot for the supply of the Snake Country and Colvile, and the place where horses were traded for the interior brigades.

Int. 26.—Do you know what numbers of horses were kept there ?

Ans.—It was a place for trading horses ; sometimes there would be large bands collected, until an opportunity occurred to send them to the places for which they were intended. Thus a large range was required for pasturage.

Int. 27.—What other trade was carried on besides the purchase of horses at this fort ?

Ans.—Trading furs, and doing a little farming.

Int. 28.—Can you state the appearance of the country around Fort Nez-Percés, and whether it was wooded ?

Ans.—There is no wood in that section of country, and the people of the post had to depend entirely for firewood on the drift logs caught when floating past in the Columbia River.

Int. 29.—State if you are acquainted with Fort Okanagan, and where it is situated, and what you know about it.

Ans.—Yes, having been there several times ; it is situated on the northern bank of the Columbia, about half way between Walla-Walla and Colville ; it was a fur trading post, but principally valuable as a place where the horses from the interior posts were left during the summer months, when the brigades from the interior took water communication on their way down the Columbia to Fort Vancouver ; it was celebrated in my time for raising the finest potatoes in the country, owing no doubt to the adaptability of the soil. The brigades I have alluded to brought the furs from the interior posts of a district called “New Caledonia,” now in British Columbia, also from Thompson’s River and the posts included in these Districts.

Int. 30.—Look on the list in document marked A, under the head of Okanagan, and state what you know about it.

Ans.—This list was taken under my direction in the spring of 1847, and in the autumn of that year I verified it by actual measurement, therefore I can vouch for its correctness at that time. The same remark with regard to the land under cultivation applies in this case as at Vancouver and at Nez-Percés ; the intention having been partly to ascertain the number of fence rails and the four acres of land mentioned in the list by no means embraced all that was under cultivation.

Int. 31.—State, if you can, the kind of buildings at Okanagan, what they were built of, and their cost and value.

Ans.—The buildings within the enclosure were built of adobe, but the stockades were of wood. Taking the same basis of value as at Fort Nez-Percés, I should estimate the buildings, stockades, and outbuildings at Okanagan at twenty-five thousand dollars.

Int. 32.—Are you acquainted with the post at Colville? If so, please state how long you have known it, and what you know about it.

Ans.—Yes, I am acquainted with it. The first time I visited Colville was in the month of April, 1847, and I have been there repeatedly since. It is situated on the southern bank of the Columbia River, a few miles south of the 49th parallel of latitude. At this post the Hudson's Bay Company carried on extensive farming operations, and had a grist mill for the manufacture of flour, with which article they supplied the interior posts in the Districts of New Caledonia and Thompson's River, as also Fort Nez-Percés and stations in the Snake country. It was the centre likewise of a large fur trade including the Flathead country, Kootanais, and Columbia Lakes. Large numbers of horses and cattle were raised here. It was also at this place that all the boats required for the navigation of the Columbia River were built. It was considered the place next in importance to Fort Vancouver.

Int. 33.—Look at the list in the document marked A, under the head of Colville; say what you know about it as to its correctness.

Ans.—I can answer for the correctness of this list as far as the number of buildings and their measurements are concerned, having myself made it out in the spring of 1847. As regards the farm at the "White Mud," the post at "Kootanais," and "Flatheads," I am not sufficiently acquainted with them to give any definite information. I observe that the quantity of cultivated land is set down in this list at 340 acres, but that I know is only what was under fence at the time, the hay and pasture land not being included. The flour mill was a strong, substantial structure, and the water power of great value. I stopped several times at the "White Mud" farm, and I am astonished to find that according to this list there are only thirty acres of cultivated land

there. I never remained long enough to make particular enquiry, but from appearances should have judged that there was a much greater extent under cultivation, although probably not under fence.

Int. 34.—If you know, state the value of the buildings at Colvile according to the list.

Ans.—Including the flour mill, I should appraise the value of all the buildings belonging to the establishment as it stood in the spring of 1847, at not less than one hundred thousand dollars. In 1849, several important additions had been made, especially by the erection of stockades as a further protection against the native tribes who had recently been at war with the American Government. In 1848, I found Messrs. Walker and Eels, with their families, had been obliged to abandon their Mission Station at "Tchimakain," and put themselves under the protection of the fort, where they remained a long time.

Int. 35.—What do you mean in speaking of cultivated lands at this post of Colvile, and other posts, not under fence?

Ans.—In a thickly wooded country, I consider that where the land has been cleared of timber, and grass seed sown, affording good feed for stock, although it has not all been broken up by the plough, I would term it cultivated; such land at these places is seldom enclosed.

Int. 36.—How much of that sort of land was there at Colvile, fenced and unfenced?

Ans.—About five miles along the river, and ranging from one to two miles back, the formation of the farming land at Colvile forming a sort of semicircle with hills at the back and sides and river in front. The 340 acres fenced was on this tract.

Int. 37.—Can you put any value on the farming land in this semicircle?

Ans.—From its excellent location on the river, and the scarcity of good land in that part of the country, I consider it very valuable. The land adjoining the fort I should estimate worth twenty thousand dollars.

Int. 38.—State, if you can, the manner in which the Company's goods and supplies were taken up the river; and how brought back, the difficulties to be surmounted in portages and falls, posts of distribution, collection and supply.

Ans.—The interior posts were supplied with goods from Fort Vancouver, which was the main depot; these goods were taken up the Columbia River in boats of a peculiar construction, adapted for the navigation of dangerous water, each boat carrying from two to three tons; they were built of very light material, so as to be easily transported across the different portages on the route. Whenever an insurmountable obstacle in the navigation was encountered, such as falls or dangerous whirlpools, the boats had to be unloaded, and the goods carried to where they could again be embarked with safety. In some places both the goods and boats had to be thus transported, in other places only the goods. Without these necessary places of portage, it would have been impossible to have sent goods to the interior by the line of the river, or to have brought back the returns in furs or other products of the country by that route. In ascending the Columbia from Fort Vancouver, the first serious break in the navigation was at the Cascades, where a portage had to be made at *all* stages of the water; at the Dalles only when the water was high; at the Des Chutes, in low water, owing to a considerable fall at that place, extending entirely across the river; at the Grand Rapids, below Walla-Walla, when the water was *very* low; next at the Priest's Rapids; then at "Isles des Pierres;" then at Okanagan Dalles, and at Kettle Falls, near Colville. Above Colville, to the 49th degree of latitude, only one portage had to be made at a place called the "Little Dalles." Between the latter place and the Boat Encampment there are one or two other dangerous places, especially the "Dalles des Morts." The navigation of the river ceases at the Boat Encampment, when, should the object be to cross the Rocky Mountains, it is necessary to leave the river, and travel by land. Before steamboats were placed on the Columbia, all these portages had to be made, and even now, the most important of them cannot be overcome. Along the line of the river we left at the different posts the supplies necessary for their trade, and for that of the posts to which they served as depots; on coming down the river, we took from these places the returns of the season, and delivered the same at Fort Vancouver.

Int. 39.—What effect would the loss of one of these posts have upon the business of the Company?

Ans.—As each post on the line of communication was necessary to carry on the business efficiently, the loss of any one of them would cripple the trade.

Int. 40.—Besides this taking up goods, and bringing down furs, what other communications were kept up along the line of the river?

Ans.—None, except messengers being occasionally sent between the different posts. From Walla-Walla the horses traded there were sent to Okanagan and Colville, and sometimes to Vancouver. Small parties of men occasionally passed by land from Walla-Walla to Colville.

Int. 41.—The list of buildings and improvements at Fort Vancouver and in the neighbourhood has been referred to by you in your testimony. What can you say as to their value in 1846?

Ans.—In answer to this question, I should wish to state that at that time there were no parties in the country who would have been likely to have purchased such an extensive establishment, and as there were no similar places in the neighbourhood, it would be very difficult to arrive at a conclusion with regard to value by comparison. I therefore base my estimate of the amount I consider to have been the value of these premises to the Hudson's Bay Company in connection with their trade, and what price might have been asked of and given by a Company engaged in a similar business, upon an equally extensive scale. Taking this view, I would estimate the value of the buildings at the fort, the barns, dairies, saw mill and flour mill, in fact the whole improvements as detailed in the list marked A (excepting the land) at the round sum of half a million dollars.

Int. 42.—You have spoken of squatters on these lands in a previous part of your testimony; state if you know what was done by yourself and others employed by the Company to prevent jumping, and at what time it was done.

Ans.—Under laws passed by the Provisional Government of Oregon, and previous to sanction of the American Government having been obtained, authority was given to certain people to preempt and own land under the conditions of occupancy and improvement. As there were no permanent residents on much of the land claimed and used by the Hudson's Bay Company, several citizens

of the United States thought they were justified in taking possession of certain portions of these lands. To prevent unnecessary complication and disagreeable law suits, the managers of the Hudson's Bay Company at Fort Vancouver requested several of their employés to conform with the laws of the Provisional Government so far as to have the most important points recorded in their individual names, and to hold the places so taken according to the law. This law of the Provisional Government did not require the claimant or occupant to become an American citizen. It was understood at the time that these lands belonged to the Hudson's Bay Company, and that their employés only held them for the Company's use and benefit. I was one of those who thus recorded a claim, but very soon afterwards deeded it back to the Company according to agreement, as I wished to take one that would be "bona fide" my own property. Most of the others did the same.

Int. 43.—Were you acquainted with John McLoughlin, Peter S. Ogden, James Birnie, Adolphus Lee Lewis, Charles E. Stuart, Paul Fraser, Henry N. Peers, and James A. Scarborough? If so, state what connection they had with the Company, and whether they are now alive.

Ans.—I was well acquainted with them all; they are now all dead, but during their lifetimes they held prominent positions in the Hudson's Bay Company's service, and were well acquainted with the business on the west side of the Rocky Mountains.

Cross-Examination of Mr. Lowe by W. C. Johnson, Counsel for United States.

Int. 1.—State your age, and where you were born, and of what Government you are a subject.

Ans.—I am forty years old, a native of Scotland, and a citizen of the United States.

Int. 2.—How many years were you in the employ of the Hudson's Bay Company?

Ans.—Nearly nine years.

Int. 3.—Is document A, referred to in your direct testimony, a paper made by yourself in 1846, or what you suppose to be a copy of the list made by you at that time?

Ans.—I have every reason to believe it to be a correct copy, as I recognise the description and remember the buildings at the different posts, with regard to which I have been examined.

Int. 4.—What did you do with the original?

Ans.—I took the original to the Governor and Council of the Hudson's Bay Company at Norway House on Lake Winnipeg, in the spring of 1847, and sent a duplicate of the same from Fort Colville to the gentleman in charge at Fort Vancouver.

Int. 5.—Have you seen either of those papers since that time? If so, where, and when was the last time?

Ans.—I think I have seen the duplicate in the office at Vancouver several times from 1847 to 1850, as it was in my charge up to that time. I have not seen it since 1850.

Int. 6.—By whose direction was document A, or list of which it is a copy, made, and what reason was given at the time for so doing?

Ans.—When the officers in charge of Fort Vancouver heard of the Oregon Treaty, and observed the articles referring to their own rights and business, they sent instructions to those in command of the different posts south of the 49th parallel of latitude to make out a correct list of the buildings, &c., at their several posts, and send the same to Vancouver without delay. From the several lists thus sent I compiled the one to which reference is now made, excepting as regards Fort Vancouver, Nez-Percés, Okanagan, and Colville, which were principally made out under my own supervision. As accountant for the Columbia Department, I was instructed to have this list made out, but cannot state what reasons my superior officers had for giving the order. As far as I can recollect, the reason assigned was, that the United States Government was to buy the Company out.

Int. 7.—Look carefully at document A, and say whether in all particulars it is a copy of the list made by you as you have stated, and state whether in addition to what now appears there was not an estimate of the value of each particular piece of property?

Ans.—This I believe to be a correct copy of the lists sent to Vancouver from the different interior posts, and I am under the impression that there was also a list made out with prices attached.

Int. 8.—Was there in the list or duplicate fyled in the office at

Vancouver an estimate of the value of the several pieces of property belonging to the Company?

Ans.—I think not; it is more probable that the partners in charge at Fort Vancouver would keep such a list in their own possession, and not leave it open to the inspection of the clerks in the office.

Int. 9.—Was there a list of prices annexed to the paper you took to Norway House on Lake Winnipeg?

Ans.—I cannot say, but should there have been such a price list, I should no doubt recognise it as I do document A, from its having been shewn to me, and the circumstances in this way re-called to my memory.

Int. 10.—Suppose a list precisely the same as the one before you, except that it had values of property annexed, were shown to you, could you then swear which was the true copy of the list sent to Norway House?

Ans.—I think I mentioned before that there might have been two lists, one priced and the other unpriced, and I think it very probable that such might have been the case; if such a list were shown to me, I might be able to swear to the best of my knowledge and belief, as I do with regard to the unpriced list now before me, whether I considered it a true copy or not.

Int. 11.—Did you carry two lists with you to Norway House?

Ans.—I think it likely, but I cannot remember. I have stated already that I thought it very probable that there might have been two lists; if so, I must have taken them to Norway House.

Int. 12.—Was there a general understanding among the officers and agents of the Hudson's Bay Company in 1847 as to what they were willing to take for their property which they supposed would be purchased by the United States? If so, state what it was.

Ans.—This was a matter with which I had nothing to do, and if there was any understanding it must have been amongst the partners themselves at Vancouver, subject to the approval of the Governor and Council at Norway House, and of the Governor and Directors of the Company in England. I knew of no such understanding.

Int. 13.—Who was principal Managing Agent of the Company's affairs west of the Rocky Mountains from 1844 to 1850?

Ans.—In 1844 the whole charge of the business west of the

Rocky Mountains was vested in the late Dr. McLoughlin; it was afterwards placed in the hands of three partners, who were constituted a Board of Management. I think this change occurred in 1845, and existed at least up to 1850, and I believe still exists. The first Board of Management was composed of Dr. McLoughlin, Mr. P. S. Ogden, and the present Sir James Douglas. On the retirement of Dr. McLoughlin from the service, the late Chief Factor Work was made a member of the Board. Several changes have taken place since, but I have not been in a position to know definitely what they were. When I left in 1850, the three gentlemen alluded to, I believe, constituted the Board.

Int. 14.—In all your statements with reference to the property of the Company, as shown in the list marked A, is not your recollection more from your actual knowledge of the property, than from your conviction that document A is a copy of the paper taken by you to Norway House?

Ans.—From my intimate knowledge of the buildings that existed at the posts about which I have been examined, I recognize the description as correct; and it is quite possible that as the list seems correct as regards them, I may have been induced to consider it a true copy, but the way in which the list itself is drawn up, also leads me to consider it such.

Int. 15.—In all your estimates of the value of the property of the Company, state whether you have been guided by your judgment of what it was worth to the business of the Company in the state of the country as it was arranged at and before 1846, or your knowledge of its value in the market at dates subsequent to that time, taking into consideration change in population, business, and the supposed jurisdiction of the country.

Ans.—In my answer to Interrogatory 41, I have stated fully upon what I have based these estimates with reference to the state of affairs existing in the spring of 1847, and in connection with the business of the Hudson's Bay Company at that time.

Int. 16.—How many white inhabitants were there in Oregon in 1847; state to the best of your judgment and knowledge?

Ans.—I think there might have been about fifteen thousand, most of whom were settled in the "Willamette" Valley and "Tualatin" Plains.

Int. 17.—Up to what date did the Hudson's Bay Company remain in possession of the various posts situated south of the 49th parallel of North latitude? State what you know on that subject, with reference to any or all of them.

Ans.—Up to the time at which I left the service in 1850 the Company were in possession, as far as I can remember, of all the posts referred to, although much of the land they claimed was occupied by others. I have been at Vancouver since 1850, but at none of the other posts. I know that some of the Hudson's Bay people lived within the establishment at Vancouver for several years afterwards.

Int. 18.—Do you not know that the property of the Company at Vancouver, at Champoeg, at Cowelitz, at Walla-Walla, and other places, was suffered to go to decay after 1847, and that it rapidly depreciated in value? State all you know about it.

Ans.—I believe that at each of the places mentioned, with the exception of Walla-Walla, of which I know nothing, the buildings were not kept in the same order as when their trade was fully developed, and the most of the business of the country in their own hands—all the goods required for their trade were imported from England, and had previously been imported free of duty. When duties had to be paid to the American Government on these goods, the whole state of affairs was altered; and when the farming land and pasturage had been seized upon by others, the business could no longer be carried on with the same vigor. There appeared to be no help for this state of things, as I believe the Law Courts of the country declined to interfere in any way, considering it probably a matter to be arranged between the Government of Great Britain and that of the United States. I cannot say whether the property generally has depreciated in value or not; there is no doubt, however, that the buildings have, from the causes I have assigned.

Int. 19.—At what sum would you place the value of the Company's buildings at Vancouver and vicinity in 1860, or the last time you saw them before, taking into consideration all the changes which had taken place in the business of the Company, and the business and government of the country?

Ans.—At a mere nominal sum, as they were fitted for no purposes except for what they were originally intended, and there was no

longer any occasion to apprehend danger from Indians, consequently no occasion for everything being cooped up within the walls of a fort. I saw Vancouver after it had been abandoned by the Company's people, and it was almost in ruins, cattle wandering through the vacant houses, and grass growing in the passage ways.

Int. 20.—Do you know of any effort being made by the officers of the Hudson's Bay Company in the Courts of the country, after the United States organized the Territorial Government, to prevent trespass upon any lands, except those actually enclosed?

Ans.—I do not; but I distinctly remember several cases under the Provisional Government of Oregon. The Territorial Government was not organized until about the time I left the service.

Int. 21.—Do you know of any efforts being made by the Company to secure their lands in the United States Land Offices?

Ans.—No, not having been in a position to be made acquainted with any effort that might have been made.

Int. 22.—Were the agricultural business and the dairy business on Sauvies Island and other places connected with Vancouver, continued in their vigor after 1847; and if so, to what time?

Ans.—It is my impression that both gradually fell off as the range for pasturage decreased, and the limits of the agricultural land were diminished by the encroachments to which I have previously referred.

Int. 23.—Did they not fall off because of the reduction of the business of the Company, the increased competition, and the decrease in the number of the employés to be supplied in other departments?

Ans.—These causes, except competition, no doubt had their effects. As to competition, the Company always had to keep so many men to be employed in boating when necessary, that during the intervals, when these men were not so employed, they were set to labor on the farms to keep them from idleness, and in this way crops could be raised without much expense, and cheaper probably than by other parties who had not the same facilities.

Int. 24.—How many cattle were kept at Vancouver, and on that range, while you were there?

Ans.—A great number; I cannot say how many; probably one thousand head. On reconsideration, I think there may not have been quite so many.

Int. 25.—How many horses were usually there?

Ans.—When the various bands of horses were driven into the fort to be counted and inspected, there seemed to me to be a great many of them. As regards the actual numbers of either cattle or horses kept at Vancouver, I am a very poor authority, as it was not my department.

Int. 26.—Did not the number of both of these rapidly decrease after 1847, because of the decrease of the Company's business in other departments?

Ans.—Such may have been the case, but many were sold and otherwise disposed of, as fast as the range became diminished.

Int. 27.—Do you not know that most of the buildings, shops and mills, in the vicinity of Vancouver, had been built many years previous to 1847; and were they not rapidly going to decay, or constantly being repaired, then and afterwards?

Ans.—On the contrary, the whole of them, with a few trifling exceptions, had been built between the years 1839 and 1844. I myself saw the principal stores put up in 1843 and 1844. I believe I also saw both the flour mill and saw mills erected; there had been old ones formerly.

Int. 28.—Was not the principal supply of grain used in the mills of the Company received from the Willamette Valley, Cowelitz, and Tualatin Plains, from those not in the employ of the Company?

Ans.—Decidedly so, latterly; that is, from the year 1845 or 1846 onwards, as settlers in the Willamette increased in numbers. In these years there were no parties in the country to purchase their wheat, &c., excepting the Hudson's Bay Company.

Int. 29.—How much land was actually under fence at any time in the vicinity of Vancouver?

Ans.—I am not able to answer this question definitely; but, during the years I was at Vancouver, I should suppose there was as much in 1847 as during any other year of my residence there. I observe from document A, that there were 1420 acres then enclosed, and I suppose this must be the correct quantity, although I do not say so from my own knowledge, as I had nothing whatever to do with the farm.

Int. 30.—State whether the buildings of the Company at the

posts generally were not constructed with particular reference to the business, as conducted before the settlement of the country, and safety from the Indians; and whether most all of them have not been rendered of little value by the settlement of the country by white citizens of the United States.

Ans.—I should say that under the present circumstances of the country these buildings were by no means so well adapted for the purposes of general trade as they are for that carried on by the Hudson's Bay Company; consequently they are of much less value than when originally built. This remark applies more particularly to Fort Vancouver, excepting perhaps as to the mills, where the water power, dams, &c., must always be valuable.

Int. 31.—What do you consider that water power and milling privilege worth?

Ans.—I have no means of judging.

Int. 32.—In what year did the general profits of the Hudson's Bay Company, as shewn by the balance sheet at Vancouver, amount to thirty-five thousand pounds?

Ans.—In the year 1847; this comprised the profits on the whole of the trade on the west side of the Rocky Mountains, as well north of the 49th parallel as south of it.

Int. 33.—Which was most profitable in its returns, the trade north or south of the line named?

Ans.—It would be difficult to say; the severance of one portion from another would for some time paralyze the whole trade, and I was only acquainted with the business in its entirety.

Int. 34.—Do you not know that much the greatest value, as to quality and quantity, in the fur trade, was realized north of the line named?

Ans.—The furs from the north were undoubtedly of a superior quality to those of the south, and I believe the larger proportion were obtained north of the 49th parallel of latitude than south of it.

Int. 35.—Was the balance sheet last made up by you less in profits than that of 1847; if so, how much?

Ans.—My impression is that it was, especially as regards the returns of furs; but as gold dust began to come in about that time, the returns for goods sold, I think, were greater.

Int. 36.—Before 1846 how many vessels usually came into the Columbia from England with goods for the Company in each year?

Ans.—I cannot speak from my own knowledge with regard to this, except for the three previous years, that is from the year 1843 to 1846. In each of these three years there were one or two vessels with full cargoes direct from England. These vessels generally carried each about five hundred tons of goods each.

Int. 37.—Did not the Company, after the discovery of gold in California and elsewhere, largely increase its shipments of goods to the Pacific coast, and the consequent profits from that branch of business?

Ans.—I believe they did for several years, and paid duties on the same, although always under protest.

Int. 38.—When were you last at Champoeg?

Ans.—About two years ago.

Int. 39.—State what was the condition of the Company's property there at that time?

Ans.—The buildings had been all carried away in the great flood of December, 1861. The lots where the landing is still remain, although many other parts of the town had been washed away. The landing is still the best on that part of the Willamette River for the shipment of grain and other produce. The granary was moved a short distance, but is still on the Company's property.

Int. 40.—What is the granary worth as it now stands?

Ans.—When I was last at Champoeg, the people in the neighbourhood having lost their all, when the town was swept away, had not money enough amongst them to purchase the granary, even in its present state, and it was too solidly built to pay for being moved. As it now stands, it is of very little value indeed, being in a place not adapted for the purpose for which it was built.

Int. 41.—Has the village of Champoeg been at all rebuilt since 1861?

Ans.—The former village was situated on a flat bordering the river, and those of the inhabitants who remained have built on the bank behind.

Int. 42.—Do you not know that the principal shipping point in that vicinity is "Butteville," three miles below Champoeg, which is on higher ground, and was not washed away by the flood of 1861?

Ans.—As far as I am aware, no change has taken place in the

shipments from Champoeg, and I believe as much flour and grain is shipped from that point as formerly.

Int. 43.—What is the present value of the town lots and other land claimed by the Hudson's Bay Company at Champoeg?

Ans.—I cannot say, as the whole place will have to be rebuilt before these lots become of much value.

Int. 44.—When was it the Company could have obtained ten thousand dollars for the naked land at Champoeg, and who offered them the same?

Ans.—As soon as money came into the country from the California mines, until the year 1856, when times began to get hard, they could have obtained that price for the lots and landing, had they at any time been willing to dispose of their property. I know of no offer having been made, as it was well known they would not sell; assigning as a reason that the whole of their stations in Oregon, including Champoeg, were under offer to the American Government.

Int. 45.—Did the Company make any use of this property during the years from 1846 to 1861; if so, what, and for what time?

Ans.—They had a store there, at which they sold large quantities of goods, as late, I believe, as the year 1851; taking wheat and other farm produce in payment, which they stored in the granary, and shipped as occasion offered. Since then it has only been brought to their memory when the tax collector came round. From 1851 to 1861, they had people staying in the dwelling house merely to retain possession.

Int. 46.—How many years is it since there was danger from the Indians at Walla-Walla?

Ans.—Not, I suppose, since 1856, at the termination of the "Yakima" war.

Int. 47.—Taking into consideration the state of the country and your knowledge of the towns and landings on the Columbia River, what would the buildings and property of the Hudson's Bay Company at Walla-Walla be worth for any use that could be made of them since 1861?

Ans.—I am quite unable to say, not having been in that part of the country since 1849.

Int. 48.—What kind of laud surrounds the post of Walla-Walla, taking a circle of 15 miles?

Ans.—For the most part it is not adapted for cultivation, but there is some good land bordering the “Walla-Walla” river.

Int. 49.—Of what were the buildings at “Walla-Walla” constructed?

Ans.—Of adobe, that is, sun-dried bricks.

Int. 50.—Did not property in land of all kinds in the Willamette valley, and on the lower Columbia, depreciate in value from one-half to nine-tenths, between the years 1853 and 1860, excepting in the city of Portland and vicinity?

Ans.—There have been great fluctuations in the value of landed property in Oregon, as generally happens in all new countries, but I should not estimate the depreciation, if there has been any, at nearly so high a rate.

Int. 51.—What has been the depreciation in town property in Champeog?

Ans.—Since the flood of 1861, people have been afraid to build on the same place, and the town site, I believe, is now cultivated as a farm, except at the landing on the river bank, where new store-houses have been erected for the receiving and shipping of grain, &c. Lots have been sold in the town of Champeog, when it was prosperous, as high, I believe, as five hundred dollars each, but since the town was washed away, these lots are probably not worth more than fifty dollars an acre. The lots I refer to were not more than one-fourth of an acre in size. As I have said before, a town is now being built on the high land immediately behind the old site, and there, of course, the land is a good deal more valuable. When I was at Champeog, about two years ago, lots in the new town were selling at from \$50 to \$100 each.

Int. 52.—What was the population of Champeog in the most prosperous times?

Ans.—I should say about two hundred.

Int. 53.—State your personal knowledge of the depreciation of property in Oregon City, at the falls of the Willamette, between 1853 and 1860?

Ans.—There has been no great depreciation, that I am aware of, *in reality*. Very high prices were asked for eligible lots at the upper end of the town prior to 1853, but in very few cases paid. Taking the town generally from one end to the other, I think that

between the years mentioned, the value of real estate remained about the same.

Int. 54.—What did you pay or agree to pay for two lots for business purposes, sometime in 1850 or thereabouts?

Ans.—Many years afterwards, we paid three thousand dollars as full consideration for these two lots, although when we first entered into possession, there was some talk of a much higher price having to be paid for them, I think six thousand dollars, had the town prospered as was expected. It was too near Portland, however, to advance rapidly, but I am informed it has now taken a fresh start, and that the great water power at the Willamette Falls has been turned to account at last.

Int. 55.—What price did you obtain for those lots, together with the fine store building erected thereon when you sold the same in 1862?

Ans.—Only two thousand dollars, but this was owing to the ground having been washed away, excepting the small portion on which the store stood, by the same extreme rise in the Willamette which carried off the buildings at Champog and other places. I am told on good authority that the property is much more valuable now.

Int. 56.—Was there more than four acres of land in cultivation at Okanagan in 1847; if so, how much?

Ans.—I have already defined what I mean by cultivated land in a new country. I cannot say how much more than the four acres that were under fence there might have been, but I should think not a great deal, as Okanagan was more of a place for grazing horses and cattle than for farming.

Int. 57.—Taking into account the gathering of the Indians upon reservations, the increased number of white settlers and miners in the upper country, and the changes in the nature of business and trade, state your judgment of the value of the Company's property at Okanagan in 1863?

Ans.—As I have not been there since 1849, the same answer as I made to a similar question with regard to Walla-Walla applies to Okanagan. I am not aware what changes have taken place.

Int. 58.—Was not the country in the vicinity of Okanagan very lightly timbered?

Ans.—It is an open country.

Int. 59.—Was not the country about Colville open, and easily cleared of timber?

Ans.—No, it is a timbered country.

Int. 60.—On the five miles that you have said was cleared along the river near the post at Colville, was there more than scattering timber?

Ans.—When I saw it, the post had been established for many years and a large tract around the Fort was entirely free of timber, and under fence, and that part had the appearance of having been originally open land, at least half of the remainder had been thickly covered with timber.

Int. 61.—Were not the openings and pasture lands about all of the posts of the Company about which you have spoken, except that actually under fence, accessible to and used by the stock of Indians, traders, trappers, and settlers in the vicinity, if any?

Ans.—I understand by traders, men who traded furs from the Indians. At the time to which I refer, and as late as 1849, and at the posts about which I have given evidence, I think there were no traders, except the Hudson's Bay Company. Indians who came to these posts for the purposes of trade were allowed to pasture their horses on the Company's ground while they remained, but rarely otherwise. At Fort Vancouver, the only horse Indians were the "Klickatats," who lived by hunting; they were few in number. The other Indians near Vancouver were what we called fish or river Indians, and used canoes instead of horses.

Int. 62.—Was not much of the land claimed by the Company near Vancouver retained and held by the servants of the Company after the arrangement of which you have spoken under the Provisional Government, and were not they the persons with whom the Company had so much difficulty?

Ans.—Up to the time when I left Vancouver, which was in 1850, I don't think there was a single instance of this kind, and there was certainly no difficulty that I ever heard of with any of them up to that time. I have learned since that several men who had at one time been in the service have settled on these lands, but as far as I know, none of these were men in whose names the claims had been recorded in 1846.

Int. 63.—Is there not much of the land you have described as

used by the Company 31 miles in length on the Columbia River still unoccupied, although exposed to settlement, by the United States?

Ans.—As far as I know, there are settlers all along the Columbia River, from Lewis River to the saw-mill, but I cannot speak positively with regard to this, as I have not been there for several years. In passing along in a steamboat the last time I was at Vancouver, there seemed to be houses at short intervals for the whole distance.

Int. 64.—You have spoken of the whole of the property of the Company south of the 49th parallel having been offered to the United States; state whether at the time this statement was made to you, the sum was named which they were willing to take for the property, or whether at any other time you have been informed by the agents of the Company what value they placed upon property; if so, state what it was.

Ans.—I said that the reason assigned for the property at Champeog not being for sale was, that it and their other property South of 49° was under offer to the United States. I did not say that the statement was made to me, neither have I ever been informed by the agents of the Company what sum they were willing to take. I suppose if an offer had been made, it was by the Governor and Directors in England, and not by the agents in this country. I have several times seen in the public prints mention made of negotiations with the American Government, in which various sums have been named; apart from this, I know nothing about it.

Int. 65.—Have you any interest in the property or business of the Hudson's Bay Company?

Ans.—Not the very slightest; in fact, it has often seemed to me that, from my former connection with the Company, they do sometimes try to drive a harder bargain with me in business matters than with entire strangers.

Int. 66.—Up to what date did the Company continue to use the Columbia River above Vancouver for the shipment of goods in such boats as you have described, or in any boats belonging to them?

Ans.—When I went to San Francisco in the spring of 1852, they were still sending goods up the river in their own boats; how

long afterwards they continued to do so, I cannot say, not having returned from California for several years.

Int. 67.—What in your judgment would it have cost in actual money to erect such stores, residences, mills, barns, outhouses, and buildings of every description as were on the property of the Company at and near Vancouver, including Sauvies Island, at any time between 1860 and 1863,—such buildings as these were, while in the use of the Company when you last saw them, before they were abandoned?

Ans.—I last saw these buildings, to have any distinct knowledge of them, in 1850; they were then in good condition, but what it would have cost to erect these or similar structures at any time between the years 1860 and 1863 I cannot say, as I was not then in that neighbourhood; I understand, however, that other saw mills had then been built, and that both lumber and labour were comparatively cheap. The cost would therefore have been much less in my opinion than at the time to which I refer, that is in 1850, when I last saw them.

Direct examination resumed.

Int. 1.—How many lots did the Company have in the town of Champoeg besides their own land?

Ans.—The boundaries had several times been shown to me by the original owner from whom the Company had purchased them; and I know the ground well, but I cannot say how many lots there might have been, as they were not divided off. There were however several blocks containing probably from four to eight lots each. The land was situated at the upper end of the town, and was higher than any other in that place.

Int. 2.—Was or was there not a building on the lots you purchased in Oregon City?

Ans.—There was one good dwelling house, and three or four other buildings used as workshops.

Int. 3.—In reply to Interrogatory 19 you have spoken of the abandonment of Vancouver by the Company's people; do you know whether they left of their own accord, or by reason of the interference of the military authorities?

Ans.—I don't know; there was a rumour that they had been

ordered off by General Harnce, Commander of the American forces at Vancouver.

Cross-examination resumed.

Int. 1.—Of what were the buildings at and near Vancouver generally constructed?

Ans.—Most of them were built of sawed timber, about 6 inches thick, let into grooved upright posts forming very solid walls; nearly all were weather-boarded on the outside, and the dwelling houses and some of the other buildings were besides ceiled with tongued and grooved dressed boards, shingled roofs.

THOMAS LOWE.

Victoria, V. I., 5th August, 1865.

DEPOSITION of *Alexander Caulfield Anderson*, Gentleman, resident of Saanich, in the Colony of Vancouver Island, Witness produced on the part of the Hudson's Bay Company, being duly sworn, deposes and saith as follows:

Int. 1.—Mr. Anderson, please state your name, age, residence, and present occupation?

Ans.—My name Alexander Caulfield Anderson, my age fifty-one, residence Saanich, my present occupation gentleman.

Int. 2.—State if you were at any time connected with the Hudson's Bay Company, at what time, and for how long.

Ans.—Yes; I joined the Hudson's Bay Company in the year 1831, and remained a clerk in their service up till 1846. I then received my commission as a chief trader, and remained on active service till 1854. Since then I have not been in the employ of the Company, but retain a retrospective interest; by retrospective interest, I mean a retrospective pecuniary interest.

Int. 3.—During that time, how often were you at Colvile, how long did you reside there, and in what capacity?

Ans.—I was there first in 1832, again in 1840, again in 1842 in the spring, and in the fall. In 1848 I went in charge of Colvile, and remained in charge until the autumn of 1851.

Int. 4.—Were the buildings that you found at Colville in 1848 about the same as those that were there in 1842?

Ans.—About the same.

Int. 5.—Look on this list under the head of Colville and “White Mud,” and state if it agrees with your recollection of the buildings and improvements at those places, in document marked A.

(W. C. Johnson, Attorney for the United States, objects to the use of document A, for the same reasons as appeared in the deposition of Thomas Lowe.)

Ans.—As near as my recollection goes, the list is perfectly correct, though I could not of course verify from memory all the different dimensions.

Int. 6.—Please state, if you can, the boundaries and extent of land used and occupied by the Company at the post of Colville for farming land and pasturage?

Ans.—A certain portion was occupied for farming purposes, the remainder for the purposes of pasture. The limits which I always considered as being comprehended in the Company’s claim started from a point immediately above the Kettle Falls, at the foot of what I call the Mission Hill, thence following the river upwards to a point known as “Dease’s Encampment,” that is, the water frontage on the Columbia, a distance estimated at about five miles. The back portion was bounded on the south by what is known as the “Mill River,” throughout the greater portion of it; it extended up the Mill river some ten miles, including the portion of the Company’s claim known as the “White Mud,” thus forming an irregular square, and also including the mill.

Int. 7.—What portion of this was cultivated land, and how much of that cultivated land was under fence?

Ans.—There were from 300 to 500 acres under cultivation, and a larger amount had been cultivated, though the whole was not always under fence; certain portions were fallow. This was contiguous to the Fort. At White Mud there were about thirty acres under fence, and in addition to that, there was a large extent of prairie used for cutting hay, say about six hundred acres at a rough guess.

Int. 8.—What was the remainder of this land used for?

Ans.—It was used for pasturage; though the apparent quantity

of ground is very large, it was not more than adequate for the subsistence of the animals we had on hand ; certain portions on the summits of the hills were fit for spring pasture, other portions for a later period of the year. The nature of the country which I have described as pasture ground consists of a series of hills partially wooded, with valleys between.

Int. 9.—What horses, besides those belonging to the post, were kept here in summer ?

Ans.—Some Indian horses ; there were likewise horses belonging to certain intruders, squatted within the limits of the Company's claim, under protest on the part of the Company's Officers.

Int. 10.—What did the stock at the Fort consist of ?

Ans.—Horses, horned cattle, and swine.

Int. 11.—What posts constituted the District while you were in charge at Colville ?

Ans.—Colville, Okanagan, Flatheads, and the Kootanais. Colville was the headquarters.

Int. 12.—What was done with the wheat raised, and the flour produced, at Colville ?

Ans.—A portion was consumed for the support of the people attached to the different establishments ; a portion was supplied to other districts, and likewise for the general purposes of the Company, in carrying on the transport on the Columbia River.

Int. 13.—State, if you can, the number of horses usually kept at Colville, and the number added by the brigades from the different posts.

Ans.—As far as I can recollect, there were about 200 attached to Colville itself, and about 120 came there occasionally from the different outposts. Previously to my residence there I believe there were more, but there was a very heavy loss in the winter of 1846, and again in the winter of 1848. The deficiencies were made up occasionally by horses purchased from Walla-Walla.

Int. 14.—What was the force of officers and engaged servants at the post of Colville, and how many Indians did you employ, while you resided there ?

Ans.—There were myself, chief trader, in charge, six clerks, postmasters and interpreters, and the average complement of men was about thirty. The number of Indians employed was generally

about ten ; sometimes as many as fifty were employed during the emergencies of harvest, seed time, &c.

Int. 15.—When was this post of Colville first occupied by the Company ?

Ans.—In the first place I would remark that it took the place of the old post at Spokane, and was removed, I think, in 1825, to its present position.

Int. 16.—What was the main trade of this post, and in what way was it particularly useful to the Company ?

Ans.—The main trade for exportation was of course in furs ; there were other trades which had local applications ; I allude particularly to the trade of the Flatheads in “ par-flèches ” and “ appichémous ; ” these are buffalo skins dressed in a particular way for the purposes of horse transport, and were indispensable to the operations of the Company, for the purpose of carrying on their transport from Okanagan to the more northerly posts. Large quantities of dried meat and tallow were also traded, required for the provisioning of the different parties by whom the transport was carried on. The returns from the different outposts were brought in in the spring. The outposts then received supplies of provisions and goods, for the purposes of the summer trade ; their parties again returned in the autumn in time to meet the fall brigade from the maritime depot ; they then returned to their different posts with the outfit for the winter trade.

Int. 17.—What is the extent of the Company’s land claim, including “ White Mud,” pasturage and all ?

Ans.—I should say, if reduced to a regular square, it would be from five to six miles square, making sixteen to twenty thousand acres, more or less.

Int. 18.—What value per acre would you put upon the land in the neighbourhood of the Fort, and what quantity of cultivable land was there ?

Ans.—I should put its value in 1846 at about twenty-five dollars per acre, that is the cultivable land. I consider there were about the Fort fifteen hundred acres answering to that description, and back of it, in the vicinity of White Mud, at least three thousand acres.

Int. 19.—What value do you put on the remainder of this land, pasturage, &c. ?

Ans.—Not more than one dollar and a quarter per acre.

Int. 20.—When was the post at Okanagan first occupied by the Company?

Ans.—Immediately after its purchase from the Pacific Fur Company, which I think was in 1813.

Int. 21.—State how often you have been at Okanagan, and how long you were in charge of it?

Ans.—I was there several times between 1832 and 1851, and I was in charge of it as a dependency of Colville from 1848 to 1851.

Int. 22.—Describe, if you can, the Company's land at Okanagan, and say how much of it was under fence?

Ans.—The boundaries along the Columbia River line were from the mouth of the Okanagan River upwards to a point called the "Little Dalles," thence northward along the line of hills till it struck the Okanagan River, near a point known as the "Montée;" thence down the Okanagan River to its mouth; each side would be at a rough estimate from twenty-five to thirty miles; that was the horse range, in which the different enclosures were likewise contained. It was an irregular triangle. Certain portions of it were very fine pasture; other portions were poor; the good portions contained bunch grass, others sage brush, with grass interspersed. Along the Okanagan River there were some low bottoms, with occasional patches of good soil. Not exceeding thirty acres under fence, in little patches. In addition to this, as I before stated, there were small patches of good land which were not fenced along the Okanagan.

Int. 23.—What was the importance of Okanagan as a post?

Ans.—It was the great entrepôt of the transport to the northern posts, by which I mean the districts of Thompson's River and New Caledonia. The fur trade of the post itself was comparatively insignificant; its great value was as being the stopping point, both for the shipping of the furs in the spring, and reloading the horses employed in the transport for the northern posts. The brigades arrived there generally about the end of May; they afterwards united with the Colville brigade, and the whole then descended the river in boats in company to Fort Vancouver, arriving there about the 15th June. They then reascended, and arrived at

Okanagan about the end of July, by which time the horses had had time to recruit. The number of horses of the two brigades amounted from five to six hundred. The brood mares of the two districts were likewise brought down to pass the summer there, and probably numbered about two hundred more; but as the number of horses was not sufficient to convey all the goods at one trip, a second trip of a portion of the brigade was made later in the season, and from Thompson's River another trip during the winter.

Int. 24.—What kind of stock was kept at Okanagan?

Ans.—A certain number of cattle for the use of the post and at times a large number of horses were left to recruit there, as occasion demanded, in connection with the transport to which I have already alluded.

Int. 25.—What value would you put on the land of the Company which you have described in 1846?

Ans.—In connection with the Company's business, its value was not less than fifty thousand dollars. It was an outpost of Thompson's River in 1846, and of Colville in 1848.

Int. 26.—What value would you put upon the buildings and improvements, separate from the land at Okanagan, about the year 1846?

Ans.—My reasons for feeling diffident about giving an answer on questions of valuation is this, that knowing intimately as I did the connection of the different posts each with the other, and the important bearing exercised by each in relation to the general business of the country under its former aspect, I should be disposed to put a far higher value on the different posts than any computation that has yet probably been made. This, premising the retrospective interest in the business of the Company which I claim, and to which I have before directed attention, might be regarded with suspicion by parties outside of the Company, and ignorant of the grounds on which I found my opinion. However, my computation for the Fort and surroundings, including all the land, was thirty thousand pounds sterling.

Int. 27.—What value do you put on Colville?

Ans.—With the same understanding as applies to my former reply, I computed the value of Colville, including the White

Mud and the outposts at the Kootanais and Flatheads, at one hundred thousand pounds sterling.

Int. 28.—State whether you were at Vancouver in 1842, and again in 1851?

Ans.—I left there in the Spring of 1842, and returned in 1851.

Int. 29.—Can you give from observation the usual pasture range for horses and cattle at Vancouver along the river in 1841 and 1842?

Ans.—From a point above the saw mill down to the Cath-lapootl or Lewes River.

Int. 30.—Did you notice particularly a piece of enclosed land in 1841, or prior thereto, and 1852; and what was the condition of it at those times?

Ans.—I noticed several pieces of enclosed land; one piece which I specially remember as having been cultivated as a pea-field by the Company during my earlier residence at Vancouver, was, on my return there in 1851, built upon, and occupied by a man named Short.

Int. 31.—Look at this list under the head of Okanagan in document marked A; and, if you can, state whether it is correct or not.

Ans.—I believe it to be entirely correct, with the exception of the quantity of land said to be under cultivation, which does not agree with my estimate.

Cross-examination of A. C. Anderson by W. C. Johnson, Counsel for the United States. F-

Int. 1.—What proportion does your retrospective interest in the claim of the Hudson Bay Company now under examination bear to the whole?

Ans.—As representing one eighty-fifth in the fur trade branch of the Hudson's Bay Company. The fur trade is supposed to represent forty one-hundredths of the whole annual business.

Int. 2.—In all your estimates of the value of property, have you not been guided more by the value of the business of the Company, and its arrangement in the condition of the country before its settlement by whites, than by its intrinsic value as late as 1863, and at the present time?

Ans.—My valuation is put down at what I considered it to have

been worth at the period of the Treaty of 1846, and in reference to the prosecution of the trade of the Company then existing.

Int. 3.—How did the business of the Company at Colville in 1851 compare with what it had been in 1846?

Ans.—Unfavourably, partly on account of the interruption of the navigation, and the impediments with which we had to contend, partly from the interference in the vicinity of our farms by squatters, who had located themselves there without the permission or sanction of the Company's officers. Another reason was the large sums paid for duties claimed by the United States Government upon our imports for trading purposes, and paid by the Company's agents under protest.

Int. 4.—Has not the fur trade of all the Company's posts south of the 49th parallel of latitude gradually and materially decreased since 1845, to the present time? If you can, state the percentage of decrease, and state if in your judgment this was not caused in a large measure by the settlement of the country by the whites for agricultural and mining purposes.

Ans.—The fur business on the Lower Columbia has entirely ceased through causes not actually depending upon the settlement of the country considered by itself, but owing to the infringement which took place upon the rights secured to the Company by the Treaty, the general insecurity of their property, and the want of an adequate protection to enable them to continue the business; for these reasons it was found advisable to abandon Fort Vancouver in 1860. Prior to that date, however, the greater portion of their property outside of the limits of the Fort, had been taken possession of by other parties. In the years 1852 and 1853, when I held the position as second in command at Fort Vancouver, I strongly advocated that the Company should coincide with what I believed to be the general wish of the public, and dispose by sale of town lots in the vicinity of Fort Vancouver, and likewise of the country lands adjacent, whereby large sums would have accrued to the Company, and titles would have been eagerly received by the many applicants around. My opinion, however, for this decided action for the assertion of our rights, was overruled through a feeling of delicacy on the part of the Company towards the Government of the United States, pending the negotiation then in progress for

the transfer of their claims under the Treaty, and a firm reliance that the Government would sustain them in the fruition of those rights. As regards the trade of the upper country, it still continues, and has latterly improved, while the lands around have acquired additional value from the discovery of gold mines in their vicinity, and the consequent influx of a large number of miners. I am not capable of saying what the fur trade of Colville and its vicinity is now, but I am aware that increased profits have arisen, probably from the increased demand for supplies by miners.

Int. 5.—Was there anything at any of the posts of the Company to prevent the stock belonging to Indians and adjacent settlers from running upon what was denominated the pasture lands of the Company?

Ans.—At Fort Vancouver the resident Indians had no stock, as a general thing. The occasional visitors from the back country, known as the Klickatats, who came in for the purposes of trade, seldom remained long in the immediate vicinity, and during their stay were allowed every facility for pasturing their horses. A long line of fence was formerly erected immediately above the head of the lower plain, in order to confine the cattle on the lower ranges; there was a gate upon the road, at which a gate keeper was stationed night and day, in order to prevent estrays; much of this fence, after the country came to be squatted upon, was removed or wantonly destroyed, and the whole or the greater part eventually disappeared. At the interior posts, the Indians, as a general rule, do not pasture their horses in the immediate vicinity of the establishments, except for brief periods, but prefer retiring to more secluded pastures, of which they have undisturbed enjoyment.

Int. 6.—What wages were paid the servants and laborers of the Company in 1846?

Ans.—From twenty to thirty pounds per annum. Twenty pounds was the ordinary wages for servants; others got more, in different capacities, for special service. The Company furnished them board, and the men clothed themselves. Those from Canada were engaged for three years; leaving Canada in April, they reached Fort Vancouver in November; after serving up to near the termination of their contract, they left Vancouver in the month of March, ascended the Columbia River, recrossed the mountains, and reached Canada

towards the latter end of the summer ; the Company thus getting two years and a half of service out of three and a half years pay. During sickness they had of course medical attendance free of charge, and their wages continued without deduction. Servants from England were articed and paid for five years ; out of this time the Company received three and a half to four years' work.

Int. 7.—What was laborers' wages in Oregon from 1850 till 1855 ?

Ans.—In 1854 I paid a carpenter sixty pounds per annum and board. I am aware that at that time higher wages were paid by the Company to re-engaged servants. The cost of bringing a man from Canada was estimated at forty pounds sterling, including wages.

Int. 8.—How many bushels of wheat were produced per annum at Colville ?

Ans.—During the years that I was there about 1500 bushels ; this included the White Mud.

Int. 9.—Did you receive wheat from any other source to be ground at Colville ; if so, from where, and how much ?

Ans.—Yes, from the settlers and squatters in the vicinity, and likewise from some of the Indians whom we had encouraged to raise wheat to aid the sustenance of themselves and families. The amount I could not state with any degree of correctness, possibly 1,000 bushels ; received none from any other post of the Company. The toll rate, I believe, was one eighth. This was during my residence there from 1848 to 1851.

Int. 10.—What would it have cost at any time between 1848 and 1851 to build such a mill as was at Colville ?

Ans.—I could not give a correct answer to that. I would say at least twenty thousand dollars. The cost to the Company was very large, partly from the difficulty of getting proper mechanics, and again from the heavy cost of transport of the necessary material by boat from Fort Vancouver. The new mill was commenced either in the winter of 1845 or the spring of 1846 by my predecessor, Chief Factor Lewis. On my arrival there in the autumn of 1848, I found the work still incomplete, and it was only by great exertion that I succeeded in completing it about eighteen months afterwards ; for besides the original impediments to which I have already alluded,

the excitement caused by the discovery of the mines in California had arisen, and its effects extended to the very gates of Colvile. Meanwhile the old mill which had been built many years previously was kept as far as possible in repair, in order to carry on the necessary grinding.

Int. 11.—Would not the cost of erecting such a mill be much less since steamboats have been placed on the Columbia River, say in 1862 and 1863?

Ans.—I question whether it would; for the same causes that have led to the establishment of steamboats have contributed to raise the ordinary price of wages, though the cost of transport be diminished.

Int. 12.—Were any other posts than Flatheads, Kootanais, and Okanagan supplied from Colvile, while you were in charge?

Ans.—As regards imported merchandize, these were the only posts supplied, but with local products other districts received occasional supplies; by other districts I mean Thompson's River, New Caledonia, and Nez-Perçés. By local products I mean flour and horse accoutrements.

Int. 13.—Taking the business of the country and the arrangement of the business of the Company, and all other things as they existed in 1863, what value would you place upon the buildings and improvements of the Company at Colvile?

Ans.—It would be impossible for me to give a definite answer. As I think I previously remarked, I consider the value of the property originally claimed by the Hudson's Bay Company at and around Colvile to have become greatly enhanced in value during the past few years. I regard its present value as being very great, owing to its position relatively to the mines that have been recently developed in British Columbia, and more particularly upon the Kootanais River and in the vicinity of the Arrow Lakes.

Int. 14.—What in your judgment would be the actual cost of erecting such buildings as the Company have at Colvile?

Ans.—I could not give you an estimate of what the cost might be at the present day, but taking a period of some ten years back, when no saw mills were in existence, a house, such as is named in the list as the dwelling house, could not have been built with the facilities then existing, and finished as it was, for less than fifteen hundred pounds.

Int. 15.—What did the Company pay for the post at Okanagan, when purchased in 1813?

Ans.—I do not know, and therefore cannot answer.

Int. 16.—Since 1847 have not the Company's posts on the Upper Columbia, in New Caledonia, and Thompson's River, been supplied chiefly from Fort Langley on Fraser's River, in British Columbia, and has not the importance of Okanagan and Colvile in relation to the Company's fur business greatly decreased?

Ans.—They have. The importance of Colvile for securing the surrounding trade in furs, I consider to be much the same as it then was, and it has much increased in a general commercial sense since that period. The importance of Okanagan, however, as I think I have remarked in a previous answer, has materially decreased since the change of route. It is no longer the nucleus upon which the operations of the Northern interior depended during the period when the unimpeded navigation of the Columbia was open to the Company.

Int. 17.—What do you mean by impediments in the navigation of the Columbia River?

Ans.—The first impediment to which I allude was one which arose from the massacre of Dr. Whitman and the residents of Waiilatpu in 1847, and the state of warfare thence arising. The intelligence of this compelled us to deviate from the ordinary track, and with great difficulty and much expense to break through the Mountains so as to communicate with Fort Langley; this was in the spring of 1848. Afterwards, in 1855, a second war broke out, which again interrupted the communications; subsequently, to 1847, it was found unadvisable, even after the restoration of peace, to resume the interrupted communication, owing to the heavy additional expenses arising from the imposition of duties by the United States government upon our materials for traffic, and which, as already remarked, were paid on such portions as were consumed in the country, under protest. The imposition of these duties even upon goods *in transitu*, if not exacted, could be evaded only by a very troublesome process, and was calculated to bring the agents of the Company into disagreeable and unwelcome contests with the officials of the United States. Moreover, many of the articles absolutely requisite for prosecuting the trade north of the line,

necessarily became contraband, even *in transitu*, during a state of warfare. I allude particularly to ammunition of all kinds, and the danger which arose of its falling into the hands of hostile Indians.

Int. 18.—Did not this condition of things measurably destroy the value and importance of the Company's possessions at and near Vancouver with reference to their fur trade?

Ans.—A combination of all the various causes to which I have alluded in the progress of my examination undoubtedly did so. The result was, as I have stated, that in 1860 it was found necessary or advisable to abandon Fort Vancouver.

Int. 19.—From 1851 to the time of such abandonment was not the Company's property about Vancouver suffered to go to decay, and had not almost all their stock been long since removed?

Ans.—Much of the property decayed in the course of nature; much property on the other hand was wantonly destroyed, and it was only within the immediate limits of the Fort that it was found possible to make restorations to prevent decay. I say within the immediate limits of the fort, because outside there was no protection, in fact, against the outrages of unprincipled persons around, who, either for selfish purposes, or from wanton motives inimical to the Company, constantly sought to destroy or deteriorate the value of the property. Of this I have given an instance already, in describing the destruction or removal of the fence which had been built for confining the wanderings of the herds of cattle. The large herd of cattle which had formerly roamed upon the pastures had been, some removed to positions of greater security, others branded and stolen by squatters, some wantonly shot, and the remainder driven into the woods, where, from want of the ordinary herding, they gradually became wild.

Int. 20.—How many do you know to have been shot, how many were stolen and branded, and how many ever run off into the woods?

Ans.—I cannot say, nor would it be possible for any one to give a succinct answer to this query. I state what was my own impression at the time, from conversations held not only with the Company's people, but with others around who deprecated the lawless acts through which, by common consent, the Company were known to have suffered. During my residence as second in command at

Vancouver, in the winter of 1852-3, I was present during the settlement of a contract with Colonel Chapman of Oregon City, I think, who, on the payment of a certain sum per head, purchased the privilege of slaughtering the cattle which had been driven to a distance, and were then in a wild state. His endeavours were not crowned with success, but his evidence went to shew that great numbers of cattle were in existence in the immediate vicinity of Fort Vancouver, but too wild to be approached.

Int. 21.—How many men were prosecuted either for trespass or theft by the agents of the Company?

Ans.—During my residence I do not recollect that any were prosecuted, nor can I speak except from hearsay concerning those who may have been prosecuted before my arrival in 1851. I arrived at Vancouver in the autumn of 1851, resided there during the following winter and spring, was there occasionally during the summer of 1852, remained there during the winter of 1852-3, and assumed the command temporarily on the preparations for departure of Chief Factor Ballenden, until the arrival of Chief Factor Ogden in the spring of 1853. I visited the Fort at intervals during the remainder of that year, and in the spring of 1854 made a trip to Fort Nez-Percés, returning to Fort Vancouver at the end of May. I afterwards made frequent visits to Vancouver up to April, 1858, but only in my private capacity. I wish to add to my answer to the 18th cross-interrogatory the following: I would however state, that the value of the trade, irrespective of the fur trade, so far from having decreased had not only maintained its position, but even in special years exceeded the original amount. For outfit 1849-50 the balance of profits for the Columbia district amounted to between thirty-seven and thirty-eight thousand pounds sterling, of which I estimate that about twenty-two thousand pounds originated at and around Fort Vancouver. I would likewise explain that in regard to the necessity or advisability of abandoning Fort Vancouver, it was not that the Company were not desirous of continuing the trade, or that the prospects of the trade were not sufficiently encouraging, but arose from the serious outrages and petty annoyances to which they had been for some years subjected, and that I have reason to believe that their decision to abandon the post was brought to a point by the action towards them of General

Harney, of the United States Army, then commanding on the station. This officer, I have reason to believe, after pursuing a course entirely antagonistic to the Company, at length, in 1860, addressed a letter to the agent of the Company, informing him that he and all connected with the establishment remained at Fort Vancouver only upon sufferance, and that the rights supposed to be secured by the Treaty of 1846 were in fact a nullity. Upon this intimation the decision to abandon was formed, and, under protest, was executed accordingly.

Int. 22.—Was not the increased profit derived from the trade of the Columbia District for the year 1849-50, and several succeeding, consequent upon the rapid influx of miners and settlers who purchased goods from the Company in much larger quantities, and at much enhanced prices than were traded to the Indians formerly?

Ans. Decidedly so at Fort Vancouver; the Company, however, at that period enjoyed an advantage of which they were afterwards deprived, and were thus enabled to prosecute the trade within certain limits, unmolested by extraneous aggression—I allude to the protection afforded to them by Colonel Loring of the United States Army, then commanding at Vancouver. This officer, fully recognizing the treaty obligations of the United States, and in order to prevent the intrusions of unauthorized parties within certain limits, took a portion of the country surrounding the fort as a military reserve. Within these limits, and with the full concurrence of the Company, he established the military garrison now known as Fort Vancouver. Full protection within these limits was thus afforded to the officers of the Company and their servants. The policy of Colonel Loring, thus considerably exercised, was followed out for a time by his successors. Partial deviations, however, gradually crept in, intrusions were permitted, and eventually actual aggressions were made under sanction of the military authorities, culminating, at length, as I have stated, in the action of General Harney. I would further say that the extension of trade, to which attention has been drawn, was not a consequence of anything arising from the Treaty of 1846, but arose from natural and infallible causes, depending on the gradual settling up of the country. This increase had been foreseen on the part of the Company, and to a certain extent provided for. The cession of Oregon, under the Treaty of 1846, and the consequent

negotiations for the transfer to the American Government of all our rights and possessions in their territory, retarded all further proceedings ; subsequent events still further interfered.

Int. 23.—Up to what date did the Company continue to use their own boats in shipping goods up the Columbia River ?

Ans.—I am unable to say the exact date, but they continued to do so until 1854 ; at any rate, as far as Walla-Walla.

Direct examination resumed.

Int. 1.—State what, in your opinion, was the value of the Company's land at Vancouver, at the time when you were second in command and advised their sale ?

Ans.—My opinion is that it would have been worth two hundred thousand pounds sterling with its dependencies.

Int. 2.—You have spoken of the increased value of lands in the upper country from the discovery of gold mines, and the influx of miners ; what do you put the value of the lands at Okanagan and Colvile at in that view ?

Ans.—In regard to the increased value of lands in the vicinity of Colvile, I do not feel myself justified in giving a reply as to the definite amount. I have spoken in general terms, and my opinion is founded on conclusions formed during a flying visit which I paid to Colvile and its neighbourhood, in my private capacity, in the year 1855, shortly after the first rush of miners to that country. I then found that farms established by squatters in the neighbourhood of the White Mud, to which I have before made reference, were held and bargained for at high valuations ; at Okanagan, owing to the traffic that has sprung up since 1858 between Oregon and British Columbia, in consequence of the discovery of gold mines to the northward, the increased importance of the position has become apparent. It now occupies, to some extent, the same relation with regard to the navigation of the Columbia by miners that it formerly occupied as regarding the affairs of the Hudson's Bay Company ; for this reason, if the value has not increased, it has certainly not deteriorated from the estimate made before by me.

Int. 3.—You have spoken of prosecutions ; why were there none in your time at Fort Vancouver ?

Ans.—From the simple reason, as I conceive, that it would have been bootless to institute them.

Int. 4.—Why was not that increase in trade which you have spoken of as being expected by some of the Company, as profitable as your foresight had predicted ?

Ans.—The Company were fully impressed, in the year 1845, with the importance of the trade which was then springing up on this coast, and the consequent importance, prospectively, both of our position at Fort Vancouver and at Yerba Buena, the trading station we then possessed on the present site of the town of San Francisco, important both at the time, but prospectively immeasurably more so ; but they hesitated to take any ulterior steps to secure the advantage in view until the recognition of their rights in Oregon—Vancouver being regarded as the key-stone, failing which, the whole fabric must fall to the ground. After the Treaty of 1846, the uncertainty attending all future operations pending the negotiations for the transfer of the possessory rights prevented further progress. Subsequent events, too, show that we could not obtain, under the new order of things, that protection which we were entitled to expect, and which we should have obtained under the auspices of the British Government, had the line of the Columbia River been adopted.

A. C. ANDERSON.

Victoria, V. I., 9th August, 1865.

DEPOSITION of *Sir James Douglas, K.C.B.*, a witness produced on the part and on behalf of the Hudson's Bay Company, who, being duly sworn, deposes and saith as follows :

Int. 1.—Please state your residence and former occupation.

Ans.—I reside in Victoria, Colony of Vancouver Island, and until lately have been Governor of the Colony.

Int. 2.—Have you been connected with the Hudson's Bay Company ; and, if so, how long, and in what capacity ?

Ans.—I was connected with the Hudson's Bay Company from 1821 to 1859, in the several grades of the service, including that of chief factor ; and I beg to state that I have no longer any connection with the Hudson's Bay Company, nor have had since the year 1859, when I finally disposed of all my interest in that concern.

Int. 3.—State what you know in reference to the trade carried on by the Hudson's Bay Company in the year 1846, and previous thereto, with the Indians in the country then called Oregon; the manner in which the trade was carried on, names of posts and stations of the Company south of the 49th parallel of latitude?

Ans.—In reply to your interrogatory in reference to the trade carried on by the Hudson's Bay Company, in the year 1846, when the Treaty of Demarcation was entered into by Great Britain and the United States of America, I can state as a well known fact that in the year 1846, and long before, the Hudson's Bay Company did carry on an extensive trade in furs, peltries, and other articles, with the Indians throughout the whole of that country then known as Oregon, as well to the south as to the north of the 49th parallel of latitude. In carrying on that trade, they built and maintained many posts and establishments, which were permanently occupied by their agents and servants in and before the year 1846, and afterwards; and they moreover kept on foot several hunting and trapping parties, and practically held the complete control of the fur trade of the whole territory. The following is a list of the posts and establishments held and possessed by the Hudson's Bay Company for their sole use and benefit within the territory of Oregon, south of the 49th parallel of latitude, at the time of the Treaty, and for many years previously:

- No. 1. Fort Vancouver.
- “ 2. Granaries at mouth of the Cowlitz River.
- “ 3. Fort George, or Astoria.
- “ 4. Fishery at a place called Pillar Rock.
- “ 5. Post at Cape Disappointment.
- “ 6. Granary and premises at Champoeg.
- “ 7. Fort Umpqua.
- “ 8. Fort Nez-Percés, or Walla-Walla.
- “ 9. Fort Boisé.
- “ 10. Fort Hall.
- “ 11. Fort Okanagan.
- “ 12. Fort Colville.
- “ 13. Kootanais Fort.
- “ 14. Fort at the Flatheads.

Int. 4.—Describe, if you can do so, the post of the Company at Vancouver, together with the land claim of the Company at that place, buildings and improvements, its pasturage for stock, its products, number of cattle and horses, and other stock, if any, kept at the post, and the number of persons employed there in different capacities ?

Ans.—The post known as Fort Vancouver, situated on the north bank, and about one hundred miles from the mouth of the Columbia River, was the principal establishment of the Hudson's Bay Company, on the west side of the Rocky Mountains; the place was first occupied in the year 1825, and was selected in consequence of the beauty of its situation, and its accessibility to ocean-going ships. It was used as a general depot for the trade, the supplies for the other posts, and districts in the Department all issuing from thence. The country around was extensively farmed for the purpose of raising grain, keeping large herds of cattle, swine, together with the rearing of horses and sheep, for the supply of their several establishments and shipping. It was in fact the great centre from which were distributed all the requisites for carrying on their trade, both north and south of the 49th parallel of latitude. It consisted in 1846 of a stockaded fort, with dwelling houses, storehouses, a church and school houses, houses for servants, hospitals, shops, barns, and other buildings. There were other dwelling houses, granaries, dairies, barns, and farm buildings, at various points near to the main post at Vancouver, and on Sauvies Island, together with saw and flour mills, the mills being both situated on the banks of the Columbia River, the former six miles, and the latter five miles, above Fort Vancouver. The lands used by the Company in the year 1846, and long previously, for pasturage and tillage in the immediate neighbourhood of Fort Vancouver, embraced a frontage on the Columbia River of at least twenty-five miles, commencing at a point a few miles above the saw mill, following the main river down to the junction of the Cathlapootl River, where I think the claim ended. The depth of this claim extended to the country north of the Columbia River, ten miles throughout its whole length, at right angles with its frontage. This land claim, owing to the nature of the country, was found insufficient for the Company's purposes, the pasturage being altogether too limited for the support of the various

kinds of stock usually kept or raised by them. To give some idea of the extent of the farming operations, I will here subjoin a statement of the crops raised in 1846 at Fort Vancouver :

Five thousand bushels of wheat.

Two thousand bushels of pease.

Three thousand bushels of oats.

Two hundred bushels of barley.

Six thousand bushels of potatoes and

Two hundred and forty acres of land under colewort and turnips, as food for the cattle and sheep in winter.

The quantity of live stock on hand at the same period was nineteen hundred and fifteen head of neat cattle, five hundred and seventeen horses, and eight hundred pigs, and about three thousand head of sheep. The staff of officers and men employed on the establishment of Fort Vancouver in 1846 consisted of sixteen officers and two hundred and fifteen servants, under articles of agreement, besides a large number of native employés, who were not under formal engagements. This statement may be considered as applying also to the number of officers and servants stationed at Fort Vancouver for many years previous to 1846.

Int. 5.—How long were you stationed at Fort Vancouver, and if during that time you were acquainted with the profits of the Company from the fur trade alone south of the 49th parallel, please state what they were ?

Ans.—From 1831 to 1849, I was stationed at Fort Vancouver, and during that period, and up to 1859, when my connection with the Hudson's Bay Company finally ceased, I was intimately acquainted with the Company's business, and can therefore distinctly state, that the Company's trade with Indians at their different posts and establishments in Oregon, south of the 49th parallel of latitude, for a series of years extending from 1841 to 1846, yielded an average profit of at least seven thousand pounds sterling annually, besides the outlay on buildings and other permanent improvements at the different establishments, which, at the close of each year, was written off the books; or, in other words, carried to profit and loss account. Had this expenditure been carried to capital, as is customary in almost every other business, the profits would have been much larger than the sum I have now stated. I would also observe that

the yearly increase of live stock, such as neat cattle, horses, sheep, pigs, &c., at the Company's establishments, were not included, and did not form an item in the annual profits.

Int. 6.—Look on this list in document A, under the head of Fort Vancouver and its neighbourhood, and state how far it agrees with your recollection of the buildings and improvements at that post and its neighbourhood, at the time of the Treaty of 1846 ?

(W. C. Johnson, Attorney for the United States, objects to the foregoing question and the use of document A, for reasons appearing in the deposition of Thomas Lowe.)

Ans.—To the best of my recollection, this is a correct statement of the buildings and improvements existing at Fort Vancouver and its neighbourhood in 1846.

Int. 7.—Were you acquainted with the situation of a post called Fort George? If so, state where it is situated, and whether this list now shewn to you under the head of Fort George in Document A is correct, to the best of your recollection.

Ans.—Fort George was situated near the mouth of the Columbia River on the site formerly known as Astoria. To the best of my recollection, the statement submitted contains a correct account of the buildings and other improvements there in 1846. I was however under the impression that the extent of land occupied at and around the establishment was greater than the two acres stated in this account.

Int. 8.—Were you acquainted with the station called Coweeman at the mouth of the Cowlitz River? If so, please state whether the list shewn to you under the head of Coweeman in document A is correct, to the best of your recollection; and if any land was attached to that station, please describe it.

Ans.—To the best of my recollection, this statement is perfectly correct. There must have been one or two acres of land attached to the premises embracing the site and garden, though I cannot charge my memory with there being any larger quantity.

Int. 9.—Were you acquainted with the post known as Cape Disappointment at the mouth of the Columbia River? If so, please describe the post as it existed in 1846; and, if any, the land claim appertaining to the post.

Ans.—The post at Cape Disappointment contained a dwelling

and storehouse, and the land claim included a superficial area of one mile square.

Int. 10.—Were you acquainted with the Company's post or fishing station at Pillar Rock? If so, please state of what it consisted in 1846; and, if any, what land was used and occupied by the Company adjacent to and at the station.

Ans.—The fishing station at "Pillar Rock," to the best of my recollection, consisted simply of a curing house, with some twenty-five or thirty acres of land in its immediate neighbourhood.

Int. 11.—What was the establishment of officers and servants maintained by the Company at all their posts west of the Rocky Mountains in the year 1846, and for many years previous thereto, and what was the effect of this force and the manner in which the business was carried on upon the native tribes, and on the business itself?

Ans.—The whole force maintained at the Company's several establishments on the west side of the Rocky Mountains at the period referred to in the query, averaged about fifty-five officers, and five hundred and thirteen articulated servants, besides a large number of native laborers, whose names did not appear in the Company's books. The Company having a large, active, and experienced force of servants in their employ, and holding establishments judiciously situated in the most favourable positions for trade, forming as it were a network of posts, aiding and supporting each other, possessed an extraordinary influence with the natives, and in 1846 practically enjoyed a monopoly of the fur trade in the countries west of the Rocky Mountains, north and south of the 49th parallel of latitude.

Int. 12.—Can you state what was the amount of lumber cut by the saw mill of the Company in the neighbourhood of Fort Vancouver, in one year, and what was the market value per thousand feet?

Ans.—The saw mill at Fort Vancouver cut about nine hundred thousand feet of lumber annually—its money value it would be difficult to state, the price varying one year with another according to the demand, but I may here state that the prices were then ranging from fifteen to fifty dollars per thousand feet.

Int. 13.—State if you can what has been done by the Hudson's

Bay Company in exploring the country, opening roads, improving the Indians, and assisting the early settlers in Oregon?

Ans.—The Hudson's Bay Company were certainly put to a very great expense in exploring the country, in making roads, in establishing an effective control over the Indian tribes, and bringing them into friendly relations with the whites, and thus rendering the country habitable for settlers,—substantial benefits, which, judging from the precedents afforded by the settlement of the Territory of the United States of America and of Her Majesty's Colonies, are never attained without great sacrifice of life, and a large outlay of money. A reference to the Hudson's Bay Company's books will prove that besides the general kindness extended to the first American settlers who travelled by the overland route to Oregon, material aid was largely dispensed to them in clothing, agricultural implements, and seed-grain, without which they could hardly have succeeded in establishing the country. If my memory serves me right, the value of the supplies furnished to these early settlers amounted to a very large sum, and I am informed that a large portion of it has never been repaid.

Cross-examination.

Int. 1.—Where has been your residence from 1849 to the present time?

Ans.—Generally in Vancouver Island, and for the last twelve or fourteen months in Europe.

Int. 2.—Was not the trade of the Hudson's Bay Company, west of the Rocky Mountains, and the location of their posts, originally arranged with exclusive reference to trade with the Indians in furs and peltries?

Ans.—The fur trade was the chief object of attraction to the Hudson's Bay Company, and probably led the persons who established the trade to embark in the business; but ever since I was employed on the west side of the Rocky Mountains, the Hudson's Bay Company have been carrying on trade in other branches. They had, for instance, a business establishment at the Sandwich Islands, another at San Francisco, and they exported considerable quantities of grain and produce to the Russian settlement at New Archangel. These establishments were all connected with and

depended on Fort Vancouver. They also made shipments of lumber and spars to the coast of Chili. The business of the Sandwich Islands was started before I came to Fort Vancouver, that at San Francisco after my arrival there, and the shipments of lumber and grain to the coast of Chili and New Archangel were made during my residence at Fort Vancouver.

Int. 3.—Did not the operations of the Company outside of the fur trade greatly increase the demand for and occupation of pasture and agricultural lands at several of their posts?

Ans.—I should say that the stock range, as described in my deposition, originally held by the Hudson's Bay Company, was not necessarily increased by their foreign trade.

Int. 4.—Was the extent of country described by you as claimed by the Company, necessary for the maintenance of the trade exclusively in furs and peltries?

Ans.—I conceive that it was necessary, in order to provide the supplies requisite for supplying their establishments with food, and the various parties which they employed in different parts of the country.

Int. 5.—Be kind enough to explain how, if this country was necessary for maintaining the fur trade in the country, the Company also secured such large quantities of other products for exportation to the Russian possessions, the Sandwich Islands, San Francisco, and the Chilian coast?

Ans.—In the early settlement of the country, the Indians were numerous and hostile, and a large force of men had to be maintained for the purpose of protecting brigades carrying supplies up and down the river. Under other circumstances, and with the protection of a government, such force would not have been required. It was to employ this force in the dead season of the year, when not otherwise occupied, that I believe led the Company to engage in the export of produce; this was to lighten the expense on the fur trade.

Int. 6.—State if you know what posts were established originally by the Hudson's Bay Company, and what, if any, purchased of other organizations, south of the 49th parallel?

Ans.—With the exception of Fort George and Fort Hall, the other posts I have mentioned were, I believe, all originally founded

by the North-West and Hudson's Bay Companies, whose interests were united in or about the year 1821.

Int. 7.—State which of the posts, if any, were located and established after that at Fort Vancouver, and which before that time, and fix the date as near as you can, of the erection of the principal buildings at each, where they come within your knowledge?

Ans.—Granaries at Coweeman, mouth of the Cowlitz River, were erected to the best of my belief between 1841 and 1845. Cape Disappointment was commenced according to contract in the early part of 1846. Granary at Champoeg I am uncertain about, but it was a recent erection before the Treaty. Fort Hall was established after Vancouver; I am not certain, but I think Fort Colville was also erected after Fort Vancouver. With respect to the other posts, I really cannot charge my memory with the date of their foundation. On that subject I may observe, that the period at which an establishment was built, would not furnish a true criterion of the condition of the buildings at the time of the Treaty, as the Company's invariable rule was to rebuild or repair their forts whenever such repairs or re-erection were found necessary. With respect to the principal buildings at Fort Vancouver, existing at the time of the Treaty, they were to the best of my belief erected subsequently to the year 1838—as in that and the following years the old buildings were removed and replaced by other erections.

Int. 8.—In the land claimed by the Company at Vancouver, how was the width back from the river determined or marked?

Ans.—The line was not actually cut out upon the ground, but the Company claimed all the lands within the area I have described, and were prepared to make good their right against any person intruding upon that land.

Int. 9.—Were they not equally well prepared to maintain a right to a strip twenty miles in width, north of Vancouver; and why, when the area you have described became too small for their purposes, did they not occupy more?

Ans.—I am not aware that the Company ever entertained any intention of the kind.

Int. 10.—By what means, record, notice or other steps did the Company mark or designate its claim, or make it known to others?

Ans.—In all cases where parties committed intrusions within

the limits of the Company's land claims, they were duly warned that the land was held by the Hudson's Bay Company, and that if they persisted in holding, legal steps would be taken to remove them. The frontage of this claim was formed by the bank of the Columbia River, and from the terminal points, to the best of my recollection, the perpendicular lines were blazed for some distance from the river—I think not more than one mile, if so much.

Int. 11.—Was not the greatest portion of the land you have described in the vicinity of Vancouver heavily timbered, and unfit for pasture?

Ans.—It was heavily timbered, and afforded little food for cattle.

Int. 12.—After 1847, was not Fort Langley in British Columbia, made the base of operations, instead of Vancouver, in the general trade of the Company; and did not the importance of Vancouver, and the business transacted there, gradually decrease?

Ans.—Fort Langley, after the period that you have mentioned, was used as a convenient site for the export of the Company's furs from their northern possessions. That change of business was in a great measure resorted to in consequence of the Treaty of 1846, in order to avoid the inconvenience and expense of entering and carrying goods through United States territory for the supply of the northern interior trade. The furs from the posts southward of the Columbia, those of Colville excepted, were after that date still forwarded to and exported through Fort Vancouver.

Int. 13.—How did the amount of live stock on hand in 1849 at Vancouver compare with the list you have given for 1846?

Ans.—I have given no statement of the stock in 1849, and I am not aware how it compares relatively with that of 1846.

Int. 14.—For how many years did the annual gains of the Company in the Columbia District amount to as much as seven thousand pounds sterling?

Ans.—I have already stated that for a series of six years, extending from 1841 to 1846, the fur trade, south of the 49th parallel of north latitude, yielded on an average a profit of at least seven thousand pounds sterling annually, and I don't think that it varied much from that sum in other years.

Int. 15.—Were the accounts of the trade south of 49° kept separate from that north?

Ans.—There was a separate and distinct account kept in the Company's books with each district, showing the expenses connected with the post, and the value of the furs received from it, thus giving the exact state of the trade with each district annually.

Int. 16.—Do you not know from the dividends received that after the discovery of gold in California, the gains from sales of goods to miners and settlers, very largely increased beyond what was realized from the fur trade previously?

Ans.—The profits alluded to in my deposition previously, referred to a period anterior to the discovery of gold in California. The dividends on the general profits of the Hudson's Bay Company were not appreciably affected by the discovery of gold in California.

Int. 17.—Of what material, and in what manner, were the buildings at Fort George constructed?

Ans.—They were all wooden erections, carefully and substantially built with shingle roofs. They were not painted.

Int. 18.—Was there any business, to amount to anything, carried on by the Company at Fort George after the date of the Treaty?

Ans.—The business was carried on in much the same manner as before the Treaty, as long as I remained at Fort Vancouver.

Int. 19.—What was the character of the buildings at the mouth of the Cowelitz?

Ans.—The same description may apply to the buildings at Coweeman as at Fort George.

Int. 20.—Describe the buildings at Cape Disappointment?

Ans.—They were a much better description of building than those at Fort George. I do not know whether they were painted or not. They were built by contract, and very carefully finished, according to the terms of said contract. They were commenced in the early part of 1846, and finished in 1847 or 1848, and consequently were quite new.

Int. 21.—Was not the land claimed at Cape Disappointment very rough, heavily timbered, and almost useless for pasturage or agriculture?

Ans.—The part near the Cape was hilly, uneven and heavily timbered; of the other parts of the claim I cannot speak precisely, as I never chanced to walk over it, but I think it was generally woodland, and a greater proportion of it level.

Int. 22.—Was not the post at Cape Disappointment selected with reference to other objects than the fur trade ?

Ans.—That is a point on which I cannot speak positively, as I do not recollect the precise objects which induced the Company to order its erection.

Int. 23.—Describe the curing house at Pillar Rock, and the nature of the surrounding land ?

Ans.—I have a very imperfect recollection of the place, and do not think that I ever examined the character of the land.

Int. 24.—Do you not know that the building was of a very ordinary character and of little value ; and do you not know that the soil round was almost pure sand, and of no value except as a fishing station ?

Ans.—I am not aware, as I have already said, of the value of the building, or the character of the soil, as I never examined them.

Int. 25.—Do you not know that the officers and servants of the Hudson's Bay Company were careful to impress the minds of the natives with the difference between Englishmen called " King George Men," and Americans known as " Boston Men," and that in the wars or difficulties with the Indians, this operated to the prejudice of the American settlers and authorities ?

Ans.—On the contrary the very reverse of that is the case. I can attest that the Hudson's Bay Company invariably exerted all their influence to protect white men of every nationality, and would have given the shelter of their establishments to an American citizen, equally with their own countrymen. The distinctions known among the Indians as to the nationality of the English and Americans, was not derived from the Hudson's Bay Company, but I believe from American citizens themselves.

Int. 26.—Is it not true that it was with great difficulty the Governor and Directors of the Hudson's Bay Company in London were impressed with the change in affairs on this coast in the settlement of the country ; and did not Dr. McLoughlin have much trouble and annoyance in settling his accounts, because he had encouraged such settlement, instead of devoting himself to the fur trade exclusively ?

Ans.—I am not aware that the Directors of the Hudson's Bay Company, whatever may have been their private opinions, ever op-

posed the settlement of the country, or issued orders to that effect to their agents here; neither have I ever heard before the present time, that Dr. McLoughlin had been held responsible in any manner for supplies furnished or encouragement given to settlers from the United States.

JAMES DOUGLAS.

Victoria, V. I., 10th August, 1865.

Taken before the United States Consul at Victoria, V. I.

DEPOSITION of *Neil McLean McArthur*, a witness produced on the part, and in behalf of the Hudson's Bay Company, who being duly sworn, deposes and saith as follows:

Int. 1.—State your name, age, present residence and occupation.

Ans.—Neil McLean McArthur; my age thirty-seven years; my present residence British Columbia, my present occupation is administering the estate of the late Donald McLean.

Int. 2.—State whether you were ever in the employ of the Hudson's Bay Company; if so, at what time, and for how long.

Ans.—I entered the Company's service on the 1st June, 1844, and retired in 1854; during that time was clerk.

Int. 3.—State whether you were acquainted with the Company's post at Nez-Percés or Walla-Walla; if so, state when you first saw it, how long you remained there, and when you last saw it.

Ans.—I am acquainted with the post at Nez-Percés or Walla-Walla; I first saw it in February, 1848; I remained there about a year; I last saw it in 1857.

Int. 4.—Describe the fort as it was in 1848, and its situation.

Ans.—It was situated on the south bank of the Columbia River, about ten or twelve miles below the mouth of the Snake River, nearly half a mile above mouth of the Walla-Walla River. The fort was built of adobe—adobe wall; dwelling-house, store and other buildings were also of adobe.

Int. 5.—Look at the list now shewn to you in document A, under the head of Nez-Percés, commonly called Walla-Walla, and state what you know about the list as to its correctness.

Ans.—I recognise it as being correct, as the buildings were there when I was there in 1848.

Int. 6.—State about how much land was occupied for the fort, outbuildings, horse park, &c.

Ans.—About 200 yards square were occupied by the fort, outbuildings, and horse park, going down to the river bank.

Int. 7.—Are you acquainted with the position of grave yards near the fort; if so, how much land would be occupied by the fort and buildings, including the grave yards?

Ans.—It would about occupy three-quarters of a mile along the river, and a quarter of a mile broad; most of this strip was below the fort.

Int. 8.—What do you know of any farm of the Company's near the fort, and if any, how much land was there in it?

Ans.—About a mile back of the fort, on the Walla-Walla River, there was a place called a garden, containing about 30 acres under fence, and cultivated, to the best of my judgment. There was another farm some twenty miles off on a creek running into the Walla-Walla. Here there was about forty acres that had been cultivated. That year there were thirty acres under fence, and fifteen in crop.

Int. 9.—How much land about Fort Walla-Walla was used and occupied for pasturage of the Company's horses and cattle?

Ans.—The horses and cattle used to range from the mouth of Snake River down the Columbia to the Umatilla River, and about thirty miles back towards the Blue Mountains.

Int. 10.—State what you did for wood at that post.

Ans.—We used to collect it along the bank of the river.

Int. 11.—State how much of the river front was used and occupied for the purpose of collecting drift-wood, where the usual landings were on the river, and where, and in what manner your rafts of wood were brought in.

Ans.—We used and occupied the bank for collecting wood from the fort up to Snake River, some ten or twelve miles; occasionally went above Snake River; the wood was made into rafts and rafted down. On account of the current we landed in a sort of bay about a quarter of a mile above the fort, and shipped them down to the fort along the bank; the usual landing for boats was directly in front of the fort.

Int. 12.—State, if you can, what you consider to be the value of the fort, buildings and improvements in those days.

Ans.—One hundred thousand dollars.

Int. 13.—What time in 1857 were you there ?

Ans.—I was there a few days before, and a few days after Christmas.

Int. 14.—In whose occupation was the fort at that time ?

Ans.—It was in the occupation of the United States Government ; there were soldiers there. It was a landing place for Government stores.

Int. 15.—How were goods brought up the river at that time ?

Ans.—In boats ; no steamers above the Dalles at that time ; the freight was carried in schooners and small boats.

Int. 16.—Are you acquainted with the Company's post at Fort Boisé ; if so, when were you first acquainted with it ; how long did you remain there, and in what capacity ?

Ans.—I am acquainted with it ; first went there in the spring of 1851, in charge of the Snake country District, remained in charge of the district about three years, and during that time was at Boisé six or seven times. Fort Boisé was in the Snake country district, and under my charge.

Int. 17.—State where Fort Boisé is situated, of what it is built, and describe it generally ?

Ans.—Fort Boisé is situated on the north bank of Snake River, some 200 miles or over from Fort Walla-Walla, and was a walled, bastioned fort, built of adobe, and with its outbuildings and horse park occupied about two hundred and fifty yards square.

Int. 18.—Look at this list in document A, and see if it agrees with your recollection of that post and its buildings, and how far it is correct.

Ans.—I recognise it distinctly as a correct list of the buildings, fort, and all the improvements.

Int. 19.—State, if you can, about how much land about the fort was used and occupied for the pasturage of the Company's cattle and horses.

Ans.—There was used and occupied for the pasturage of horses and cattle about five miles square of land ?

Int. 20.—What became of that fort that was there in 1851 ?

Ans.—It was washed away in the spring of 1853; I think in the month of May; all the buildings were washed away, by extraordinary rise in the Snake River.

Int. 21. What was done by you after this in the same year on the site of the fort?

Ans.—We commenced rebuilding in the fall of the same year, in the month of August or September; it was not finished when I retired in 1854.

Int. 22.—State what was the value of the buildings and improvements at that post as it was when you saw it, such as you have described it.

Ans.—About one hundred and fifty thousand dollars.

Int. 23.—What was the land which you have described as pasture land worth per acre?

Ans.—About seventy-five cents per acre; it was a sage-brush country.

Int. 24.—What was the main use to which Fort Boisé was put by the Company?

Ans.—It was a fur trading post.

Int. 25.—Can this sage-brush country that you speak of be cultivated?

Ans.—It certainly can be by irrigation.

Int. 26.—Are you acquainted with the Hudson's Bay Company's post at Fort Hall; if so, when did you first visit it, how long did you reside there, and in what capacity?

Ans.—I am acquainted with Fort Hall; I first visited it in the spring of 1851, remained there about three years as officer in charge of the Snake country district.

Int. 27.—State where Fort Hall is situated, about how far from Fort Walla-Walla; of what it is built, and describe it generally.

Ans.—Fort Hall is situated on the south bank of the Snake River, about six hundred miles from Walla-Walla; it is built of adobe; walled and bastioned fort with outbuildings, with two horse yards or parks, with adobe walls.

Int. 28.—Look on this list on document A, under the head of Fort Hall, and state whether it agrees with your recollection, and how far it is correct?

Ans.—It is correct, but the horse park was in one, with a division wall through it, thus making two parks.

Int. 29.—How much land was occupied by the fort and the improvements?

Ans.—About 250 yards square.

Int. 30.—Describe, if you can, the manner in which Fort Hall is situated with respect to small streams or sloughs.

Ans.—On the east side of the fort there is a small stream about 20 feet from it, and on the west side another, about four hundred yards from it; both these streams run into a slough south of the fort, which is a part of the main river.

Int. 31.—State, if you can, the amount of lands under fence near the fort, and their situation?

Ans.—One patch, about two acres, on the slough on the east side, and the other on the lower slough on the west side, containing about five acres.

Int. 32.—How much land was used and occupied by the Company for the pasturage of its horses and cattle around the post?

Ans.—About twenty miles in length and nine miles in breadth: the twenty miles in length is up and down the river.

Int. 33.—What value would you put upon these patches of land you have described as being under cultivation?

Ans.—About twenty dollars per acre.

Int. 34.—What value per acre would you put upon the pasturage land that you have described?

Ans.—About a dollar, or a dollar and a quarter per acre.

Int. 35.—What value would you put on the buildings and improvements at the fort?

Ans.—One hundred and fifty thousand dollars.

Int. 36.—What was this post generally used for by the Company?

Ans.—Fur trade and other general business.

Int. 37.—When were you last at this fort?

Ans.—I was there last in the fall of 1856.

Int. 38.—State in what condition you found the fort, and whether it was occupied or not.

Ans.—The fort and buildings were in good condition, but the buildings were not occupied.

Int. 39.—State, if you can, what is the distance from Fort Hall to Salt Lake City?

Ans.—About two hundred miles.

Int. 40.—Were you acquainted with the post at the Flatheads? If so, state when you first went there, how long you remained there, and in what capacity you were serving.

Ans.—I was there first in March, 1846, went there to take charge of the fort, and was there off and on about a year.

Int. 41.—Describe, if you can, what buildings and improvements there were at the Flatheads when you were there in the spring of 1846.

Ans.—There was a store-house about forty feet by twenty; there were two dwelling-houses each about twenty-five by fifteen feet, they were built of hewn timber; there was a corral for horses built of posts and rails about two hundred feet square.

Int. 42.—In what district was this post, and for what was it used?

Ans.—It was in the district of Colville, and used for the fur trade.

Int. 43.—State where you were, and what doing during a portion of the time you speak of that you were absent from the fort.

Ans.—I accompanied the Indians on a hunting excursion to buffalo with four engaged men, as a party for the purpose of trading furs.

Int. 44.—What value would you put on these buildings and improvements at Flatheads?

Ans.—About eight thousand dollars.

Int. 45.—What other trade than that of fur trade was carried on at the Flathead post?

Ans.—Trade in dried buffalo meat; pemmican, buffalo fat, tallow, horse accoutrements, par-flèches and appichemous, dressed skins and raw-hide cords and also cords made of buffalo hair,—all these last were necessary for the interior transportation of the Company's goods on horseback. They could not be obtained in sufficiently large quantities at any other post on the west side of the Rocky Mountains.

Int. 46.—What was the distance from Fort Hall to the nearest Mormon settlement?

Ans.—About 80 miles to the nearest Mormon settlement on the Malade River, in 1856.

Int. 47.—Who was your predecessor in charge of the Snake country for the Hudson's Bay Company?

Ans.—Mr. Richard Grant; he is now dead.

Int. 48.—Who was in charge of the district of Snake country in 1846?

Ans.—Mr. Grant was the officer in charge in 1846, but I was not there, and did not see him.

Int. 49.—During your time, how many horses were kept at Fort Hall?

Ans.—About two hundred horses were kept at Fort Hall one year, at other times not so many; about one hundred head of horned cattle were also kept there.

Int. 50.—How many horses and cattle were kept at Fort Boise in your time?

Ans.—About 40 horses, and fifty horned cattle in the fall of 1853.

Cross-examination.

Int. 1.—Were any of the buildings or outhouses at Walla-Walla constructed of wood?

Ans.—No; all were adobe.

Int. 2.—Was not the business of Walla-Walla, when you were there, very much reduced and of little importance, so far as the fur trade was concerned?

Ans.—It was still considered to be of some importance even then, in the fur trade; by saying even then, I do not mean that the trade was of less value then than at any former date, because I knew nothing about it before.

Int. 3.—At what date do you fix the value of the Company's property at Walla-Walla at one hundred thousand dollars?

Ans.—At the date I was there in 1848 and 1849.

Int. 4.—Is this estimate based upon the actual cost of constructing such buildings, or upon the supposed value to the Company, as their business was arranged in connection with all their other posts west of the Rocky Mountains?

Ans.—I estimate its value in connection with its importance to the business of the Company.

Int. 5.—What would be the actual value in the market of that property when the Company's business south of the 49th parallel was abandoned, taking into consideration the changes in the population and business of the country?

Ans.—I can hardly answer that question, as I have been so long disconnected with the Company.

Int. 6.—Suppose the Company were going to abandon Walla-Walla, what would their buildings be worth to any one desiring to engage in business other than the fur trade, as that country is now settled by farmers and miners?

Ans.—If the Hudson's Bay Company had it, it would probably be of greater value now than ever, if they were doing business there. The actual cost of erecting such buildings, at the time they were put up, I would estimate at one hundred thousand dollars.

Int. 7.—What would you estimate the cost of building the largest dwelling-house at Fort Walla-Walla at that time?

Ans.—I estimate the cost of this building, including nails, lumber for flooring, windows, &c., it being 28×38 feet, at ten thousand dollars.

Int. 8.—What, in your judgment, would it have cost at Walla-Walla in 1863 to erect a frame-building of wood, of the same size, suitably furnished for business purposes?

Ans.—I cannot answer this question, as I have not been there since 1857.

Int. 9.—How far from the fort was the burial ground down the river?

Ans.—About half a mile.

Int. 10.—How far is the one above the fort?

Ans.—About a quarter of a mile.

Int. 11.—What direction from the fort was the third burial ground?

Ans.—Nearly south of the fort, and about a quarter of a mile from the river bank.

Int. 12.—Why were so many burial grounds used?

Ans.—I do not know, unless it was caused by the shifting of the sands; what was a hole to-day would be a hill to-morrow, on account of the sands being blown by the wind.

Int. 13.—How far back from the River Columbia do the sands extend?

Ans.—Immediately south of the fort it extends about a mile; above the fort it spreads out and extends for miles in a sage country. Below, the sand and gravel extend to the mouth of the Walla-Walla.

Int. 14.—What distance along the river was used and necessary for the landing of the boats of the Company?

Ans.—About four hundred yards in the front of the fort.

Int. 15.—How many boats usually came at one time to the fort?

Ans.—When I was there six was the largest number; in addition the Company had several canoes, used at the fort in gathering drift wood, and for other purposes.

Int. 16.—Is not the country in the vicinity of Fort Nez-Percés or Walla-Walla almost useless as pasturage, or for agricultural purposes?

Ans.—Up the Walla-Walla river there was good pasturage within a mile of the fort. As far as the Snake River on the Columbia there is very little pasturage.

Int. 17.—What was the value per acre of the thirty acres cultivated by the Company near Walla-Walla?

Ans.—About twenty-five dollars per acre. That on the branch of the Walla-Walla, about 20 miles away, I would estimate at the same value.

Int. 18.—State, as near you can, the value of the furs collected at Walla-Walla during the year you were there.

Ans.—I could not state, as I was clerk, and Mr. McBean was accountant, and in charge.

Int. 19.—Was not the principal value of the post at Walla-Walla caused by its convenience for purchasing horses from the Nez-Percés and Cayuse Indians, who were the horse producers of that country?

Ans.—Its principal value was for buying horses, furs, and as a depot for other districts.

Int. 20.—What kind of a bank had the Columbia River at the landing used by the Company?

Ans.—It was a gravelly bank, with a gradual slope to the water's edge. The bank and landing were the same up to the mouth of Snake River; the bank below was about as good, but there was a fall. In coming up the river, the boats had to ascend about three quarters of a mile on the north side, before crossing, in order to avoid the suction of the rapids.

Int. 21.—How many horses were kept at Walla-Walla, and how much other stock?

Ans.—There were about two hundred horses there in 1848, and eight or ten horned cattle. Between one hundred and fifty and two hundred horses belonging to the Snake country district used to winter there; some horses also from other districts were there at times, but I cannot say how many.

Int. 22.—Why do you estimate the value of Fort Boisé at one hundred and fifty thousand dollars, when Fort Hall and Fort Nez-Percés are only estimated by you at one hundred thousand dollars, and one hundred and fifty thousand dollars, and there are at each of them nearly twice as many buildings and improvements as at Fort Boisé?

Ans.—The importance of the trade, and the difficulty and risk of getting material up there to build the fort. It was in better repair, and, if I recollect right, there were more buildings at that post.

Int. 23.—Were not the adobe brick used in constructing Boisé made at that place, or near there?

Ans.—I cannot answer that question.

Int. 24.—How many buildings were erected at Fort Boisé after it was washed away, before you left there? State their size and manner of construction.

Ans.—Only one was commenced, and that not finished. I have not been there since 1854. The size of the building commenced was 25 × 18 feet. The adobes for building were made somewhere in the vicinity; I do not know how far from the fort. I was in charge of the district, and resided at Fort Hall.

Int. 25.—Is not the soil about Fort Boisé of a very poor quality? worth nothing for agricultural purposes, without expensive irrigation?

Ans.—The soil with irrigation would produce good crops; without irrigation it would be worthless for agricultural purposes.

Int. 26.—Why did not the Company use more than five miles square of land for pasturage around Fort Boisé?

Ans.—This was about the quantity of land which the horses and cattle ranged over. The country beyond this was of about the same character, but the stock only usually went over the quantity I have named.

Int. 27.—What is the character of the land about Fort Hall?

Ans.—It is a flat country; the soil is good, with very little sage-brush, covered with good grass, some fit for hay; it is a good grazing country. The land between the sloughs I have spoken of is not suitable for agriculture, with the exception of the two small patches, without irrigation.

Int. 28.—Was the land twenty miles in length and nine miles in width necessary in your judgment for the pasturage of two hundred horses and one hundred cattle?

Ans.—It was; some winters we had to drive them from one place to another.

Int. 29.—Do you estimate the value of Fort Hall from the same considerations as you apply to Forts Walla-Walla and Boisé?

Ans.—I do.

Int. 30.—Were all the returns of the Snake country district made to Fort Hall while you were in charge?

Ans.—They were not, as the furs from each post were taken to Vancouver. As we came by from Fort Hall, we took the furs from Boisé along.

Int. 31.—What was the value of the furs collected at Fort Hall in each year?

Ans.—I cannot answer that; it would depend on the sale in London. The accounts were sent to Vancouver, and closed there.

Int. 32.—Was the Indian war over when you were at Fort Hall in 1856?

Ans.—I think the war was not closed. I was there in August of that year. I was coming from Salt Lake, and going north to the Flathead country.

Int. 33.—State where the Flathead post is situated?

Ans.—It was built on the bank of the Flathead River—Clark's branch of the Columbia.

Int. 34.—Describe the country in the vicinity, and state how far the post was from Colville?

Ans.—There are two benches to the river bottom; the fort is built on the first, which is about three hundred yards in width. The land around the post is cleared. The upper bench is prairie. Half a mile from the fort, above and below it, there is plenty of pine timber.

Int. 35.—How many stories high were the buildings at Flatheads?

Ans.—One story high, and of hewn logs, with mud roofs.

Int. 36.—Did not the Hudson's Bay Company have to bring much of their horse accoutrements, dried meats, pemmican, &c., from east of the mountains; and was not the trade in these articles at the Flatheads of secondary importance?

Ans.—Some years we traded very few of these articles east of the mountains, and got most at the post.

Int. 37.—What business do you follow besides administering upon the estate you named?

Ans.—No other business, at present on account of the difficulty of settling up the estate, and taking care of the farm of the late Mr. McLean.

Int. 38.—Have not the answers which you have made to the direct interrogatories been prepared in consultation with Mr. Mactavish, the agent of the Hudson's Bay Company, and their substance written down, which writing you have examined during your present examination?

Ans.—I have had some conversation with Mr. Mactavish, but not to consult with him; what he would say would not affect my evidence. The paper I have is my own writing. I made some memoranda on the paper while being examined, to refresh my memory; some I had before.

NEIL McL. McARTHUR.

Victoria, V. I., 14th August, 1865.

DEPOSITION of *Archibald McKinlay*, a witness produced on the part, and in behalf of the Hudson's Bay Company, who being duly sworn, deposes and saith as follows:

Int. 1.—Please state your age, residence, and present occupation.

Ans.—I am about 50 years of age, and reside at Lac La Hache, British Columbia; my present occupation is farming.

Int. 2.—Have you been connected with the Hudson's Bay Company; if so, how long, and in what capacities?

Ans.—I joined the Hudson's Bay Company in 1832, as a clerk, served my time as such, and afterwards became a chief trader. I retired from the Hudson's Bay Company's service in 1851, having been on furlough for two years previous.

Int. 3.—Are you acquainted with the Company's Post at Walla-Walla? If so, how long have you known it, and when did you first visit it?

Ans.—I was acquainted with it. I have known it since 1839. I was there several times afterwards, until 1841, when I took charge of the fort. I took charge about the beginning of July, 1841, and continued in charge until February, 1846; during that time I rebuilt the fort—the old one having been burned.

Int. 4.—How is the Fort of Nez-Percés situated; of what is it built, and describe it generally?

Ans.—It is situated on the south bank of the Columbia River; it was built of adobe; it was a walled, bastioned fort; the wall was about 12 feet high, strong heavy gates; two brass four pounder cannon were mounted in the bastions, and also one iron four pounder, and one mortar to throw shell; there were also eight or ten blunderbusses mounted on swivels; there were a dwelling-house occupied by the person in charge, a range of stores, a range of dwelling-houses forming three sides of a square inside the fort, and another range of stores back of the dwelling-house inside of the fort. There was a wing to the main dwelling-house, built afterwards, and some small buildings, including a powder magazine. Outside, there were a horse park, stable, cow-house, root-house, and a small pig-house. All the houses and the walls of the fort had stone foundations, except a range of houses occupied by the servants. The fort and surrounding buildings occupied from two hundred and fifty to three hundred yards square, extending to the river at high water. At low water the river would be 150 feet from the front of the stores.

Int. 5.—Look on the list in document A, under the head of Fort Nez-Percés, and see how far it agrees with your recollection of the fort that you built.

Ans.—The first dwelling-house mentioned, which is marked here 28 × 38, I thought was 30 × 40 feet. The second dwelling-house mentioned must be the wing I alluded to. The range of

stores marked 40×13 , when I built it was 20×13 ; the addition must have been made after I left. The walls of the fort are correct; the thickness is 22 inches instead of 18 inches. The pigstye under the head of outbuildings was not, I think, so large. I do not recollect any smoke house. The buildings and their dimensions and description in the list shown to me are correct, with the exceptions I have mentioned. At the farm, when I left, there were no buildings. I commenced and cultivated the farm while I was there; I suppose I had enclosed and cultivated some twenty-five to thirty acres. This farm was about fifteen miles from the fort, on a branch of the Walla-Walla River. Near the fort was a place called the garden, containing six acres, on the Walla-Walla River, from a mile and a half to a mile and three-quarters from the fort. Another of four acres, about the same distance from the fort. There were two more patches containing from seven to eight acres, from four to six miles from the fort.

Int. 6.—How much land about the fort was used and occupied for the pasturage of the Company's horses and cattle. Describe the range, as near as you can?

Ans.—We occupied the valley of the Walla-Walla up to the Blue Mountains; valleys of Wild Horse Creek, Touchet, Dry Creek, and frequently the valley of the Umatilla, and up the Snake River seven or eight miles, where grass was very scarce. This range would be included between the mouths of the Snake and Umatilla Rivers along the Columbia, about twenty-eight or thirty miles, and back to the base of the Blue Mountains, about 30 miles in a straight line. The horses sometimes went up on the side of the mountains; the portion of the country between the Walla-Walla and the Snake, the horses and stock could not stay long, on account of the want of water; much of this country was sand and sage; portions of the valleys of these rivers were very good land.

Int. 7.—Where did you get the wood used in constructing the interior of the fort, building the gates, &c.?

Ans.—Part of it was drift wood collected on the banks of the river, part of it from the summit of the Blue Mountains, about 35 to 40 miles off; all this lumber was whip-sawed. The rest was lumber cut by the saw mill at the Lapwai Mission, on the Kooskooskie River, some one hundred miles off, and rafted down to the fort.

Int. 8.—How much of the bank of the Columbia River was used by the Company's employées for the purpose of collecting drift wood, and what was the distance used for the landing of rafts, boats and canoes?

Ans.—During high water we collected drift wood along the banks of the Columbia to the mouth of the Snake, and sometimes beyond. We made the wood into a sort of rafts, and the big trees we hauled in singly. We landed the rafts when we could above and below the fort; we hauled a good many of them into a bay just above the fort; we used the bank of the Columbia for landing, from the bay to the Walla-Walla, including its mouth; all the wood used for fire and other purposes was drift wood; no other could be obtained nearer than the Blue Mountains.

Int. 9.—What was the general business carried on at this fort?

Ans.—We carried on the fur trade in all its branches, bought large numbers of horses from the Indians, sold goods, to Indians principally, and the last years I was there we sold goods to the emigration. It was also a depot for the other posts, where we kept goods and provisions to be sent to the posts in the Snake country and above, as supplies in cases of emergency, and when they could not send to Fort Vancouver. The large quantities of horses purchased here I furnished to all the posts west of the Rocky Mountains, for carrying on their transportation; furnished all the trapping parties going to Colorado, California, Flathead country, Blackfeet country, and all parties sent out with horses during my time. I considered it, myself, in reference to the trade of the Company, the most important post and key to the fur trade of the interior. The Indians were so warlike and numerous around there, that if that post was deranged in the least, the whole fur trade in the interior would suffer; also in consequence of the horses, we could not carry on the business without the horses we obtained here, the number bred at the Company's posts being wholly insufficient to supply the annual waste.

Int. 10.—Are you acquainted with Fort Boisé; when did you first see it, and how long have you known it?

Ans.—I am. I first saw it about the end of November or beginning of December, 1840. I was there two days, and went there to take charge of that district, consisting of Fort Hall and Fort

Boisé ; passed on to Fort Hall, and came back in January, 1841, and took the inventories of goods on hand, and gave directions to the person left in charge.

Int. 11.—How was Fort Boisé situated, what was its distance from Fort Walla-Walla and Fort Hall ; of what was it built, and in what manner ?

Ans.—Fort Boisé is situated on the right bank of Snake River, about 250 miles from Walla-Walla, and about three hundred and fifty miles from Fort Hall ; it was built of adobe, with adobe walls and bastions, adobe buildings inside the fort, horse park with adobe walls outside. I do not recollect about any outbuildings.

Int. 12.—Look at this list of buildings in document A, under the head of Fort Boisé, and say how far it is correct.

Ans.—I recollect the large dwelling-house, the range of dwellings, kitchen, and don't particularly recollect the milk house ; there was a store I do not see mentioned. The walls and bastions were correct but I think the walls were 18 inches thick ; horse park was adobe ; I don't exactly recollect the dimensions.

Int. 13.—What do you know about the land generally used and occupied as pasturage for the Company's horses ?

Ans.—They frequently had large bands of horses there, and pastured them on both sides of the river, but do not know the extent of the Company's claim ; but it must have been large, as the pasturage was poor, a great portion of it being sand and sage. In January, when I passed down from Fort Boisé to Fort Hall, the Company's horses were encamped at the crossing of the Boisé, some distance from the fort.

Int. 14.—Are you acquainted with Fort Hall ? If so, state when you first went there, and in what capacity.

Ans.—I arrived there on the 13th December, 1840, and left on the 26th of the same month. I went there to take charge of the fort and district. I took an inventory, and went over the Company's property there.

Int. 15.—Where is Fort Hall situated ; what distance is it from Fort Nez-Percés, and Salt Lake City ; and describe it and its surroundings ?

Ans.—Fort Hall is situated on the left bank of a smaller branch of the Snake River, which is there divided by an island. It is

about six hundred miles from Fort Nez-Percés and I cannot say how far it is from Salt Lake City, having never been there—it was a bastioned and walled fort, built of adobe. I cannot say from memory, but I think the walls of the fort were 14 or 15 feet high. The walls of the fort formed one side of the houses. The wall of the fort formed one side of the horse park, and was immediately back of the dwelling house when I was there. The fort occupied about 250 or 300 yards square, about the size of Walla-Walla.

Int. 16.—Look on this list in document A, under the head of Fort Hall, and state how far it is correct, and agrees with your recollection of the fort at the time you were there.

Ans.—I recollect the buildings generally in the list, but cannot verify the dimensions, with some exceptions. I don't remember a two story store mentioned there, and only recollect one horse park. The wall of the fort, which, as I before stated, I thought was 14 or 15 feet high, is here stated at 13 feet, which I suppose must be correct.

Int. 17.—How much land at that time was used for farming purposes, and where was it situated; and how much about the fort was used for the pasturage of the Company's stock?

Ans.—I remember seeing some cultivated land there, but whether it was ten or thirty acres I cannot say—it was near a slough, one or two hundred yards from the fort—it was in front of the fort—the side of the fort being towards the river. I rode over the pasturage ground below the fort; the horses were at that time on the Port-Neuf River. I think the mouth of the Port-Neuf River was six or seven miles below the fort; at times we had a very large number of horses there, and must have used a considerable extent of country round about. The pasturage was good, but a good deal of snow in winter.

Int. 18.—What do you know of the importance of this post to the Company, and of what did its trade consist?

Ans.—The fur trade was the principal business, at that time a very large trade. On account of this trade it was a very important post to the Company, and from its central position for the sending out of trapping parties down to the Quietara country, the Gulf of California, Taos, and Santé Fé, to the Blackfoot and Crow country, and Utahs, &c.; and furnished supplies to Fort Bridger, and to

trappers, and to other traders going east and south. We got large quantities of furs from Indians and traders.

Int. 19.—How many horses did you find there at the post?

Ans.—I found about one hundred and fifty there; others were out on different expeditions. I brought a large band down to Walla-Walla when I came back with the brigade.

Int. 20.—What was the conduct of the Indians towards the whites passing through the Snake country?

Ans.—Very inoffensive and kind to the whites. I should not have been afraid to travel myself, or allow any of my men, to travel alone through that country from Fort Hall to Vancouver, or in any direction as far north-west of the Rocky Mountains as Babine Lake in British Columbia.

Int. 21.—Describe one of your journeys from Fort George in New Caledonia to Vancouver?

Ans.—Left Fort George about the 18th April, 1839, came down in boats to Fort Alexandria, there took horses, and travelled by Thompson's River to Fort Okanagan; gathering the furs at the different stations as we came along. Leaving the main brigade at Okanagan, I crossed the river, and went to Colville by land, with 18 men to bring down the boats. I then brought down a quantity of provisions and furs in about nine boats, each capable of carrying, when heavily loaded and with provisions, about five tons. On arriving at Okanagan, we embarked all the furs the brigade had brought from the upper country, leaving the horses of the brigade at Okanagan; went down the river as far as Walla-Walla; stopped there two or three days, discharged provisions for Nez-Percés, the interior posts and trapping parties, and then continued down the river to Fort Vancouver, arriving there on the fifth of June. Returning, I think we left Vancouver about the 29th day of June, and arrived at Alexandria about the 25th of August.

Int. 22.—Were you ever at the Company's post at Umpqua; if so, when?

Ans.—I was there in May, 1854, and stayed one night at what was called the Company's old establishment, then in the occupation of Colonel Chapman, who said he had leased it from the Company. It was a very large farm and a fine piece of land, level, and I considered it the finest in the Umpqua that I had seen. There

were several houses there; I think there was a barn and outbuildings; there were no stockades. I noticed a large piece of land under fence; to my recollection there was at least half a section. It appeared to me that there were the usual buildings about a farm. In speaking of the land that was level, I meant that portion that was under fence.

Int. 23.—Where did you go after leaving Fort Nez-Percés in 1846, and where did you reside the greater portion of the time before you left the employ of the Company; in what business were you engaged for a portion of the time after leaving the Company; and where did you reside?

Ans.—I left Nez-Percés early in February, 1846, and I think I arrived at Vancouver on the 25th of the same month, and remained at Vancouver until I went to Oregon City between the 18th and 20th of March, and took charge of the Company's business there, and remained there until the 20th April, 1849. My furlough began, and I was absent from the country until June, and returned to Vancouver, and remained there until I went into business in Oregon City as commission and general merchant, in partnership with George T. Allan and Thomas Lowe, under the firm of Allan, McKinlay & Co., and continued in partnership until the fall of 1861. The latter part of this time the business was carried on at the mill at Champeog. The partnership in real property continued until the spring of 1863. During the greater portion of this time I was at Vancouver as often as once or twice a month, and when in commission business went there often.

Int. 24.—Were you at the post of Nez-Percés in the autumn of 1855? If so, who was in charge there at that time.

Ans.—I was there twice in the autumn of 1855, going up and coming down the river; Mr. James Sinclair was in charge, who was killed the next spring by the Yakima Indians at the Cascades.

Int. 25.—State who you found there with Mr. Sinclair on your return, and what was done by Mr. Sinclair in pursuance of orders from that person?

Ans.—There was no one there besides Mr. Sinclair and his family and servants when I arrived there; the same day or the next Mr. Olney the Indian agent arrived. There had been trouble with the Indians, and the Yakima war had broken out; he came

there to induce the Walla-Wallas to keep the peace. The Walla-Wallas were encamped across the river. After consultation with myself, Mr. Olney gave an official receipt to Mr. Sinclair, took possession of the powder and ball in the fort, and threw it into the river; I think there were eleven or twelve hundred pounds of ball, and five or six hundred pounds of powder. I left the next day; Mr. Olney started at the same time for the Walla-Walla settlement.

Int. 26.—Look on this list in document A, under the head of Fort Vancouver and its neighbourhood, and state how far it agrees with your recollection of the buildings and improvements there in the month of June, 1846, and during that summer.

Ans.—I can give no testimony as to the dimensions of these houses, never having measured them, but I think they must have been about the size mentioned; I can identify about all the houses and buildings mentioned under the head of Fort Vancouver in the main post and its immediate vicinity, with the exception of a few of the outbuildings that I cannot say were not there, but looking on this list merely without making a plan, I cannot exactly place them. The other buildings, if necessary, I could place, and state where they were situated. There were buildings on the lower plain, but I cannot give their exact number or dimensions; I recognize a piggery, barn, dairy and two houses; I cannot say whether there were three houses or not; I think there were. As to the Mill Plain, I can't say positively as to the exact number of buildings; they were scattered all over the plain; I recognize the house, store, stables and several barns, though I cannot say how many—shepherds' huts, and sheep parks, though I cannot [say] how many—nor can I verify the exact length of fencing, though there was a large amount of fence at Mill Plain. So as to the fencing adjoining the fort, the dairy plain, and the potato fields below, I cannot verify the exact measure, though, from my recollection, I should presume the amount of fencing given at the Mill Plain, and at those last places, to be about correct. As to the land enclosed at Mill Plain and adjoining Fort Vancouver, while I cannot give the exact number of acres at the Mill Plain, I believe the amount stated here to be about correct. As to Fort Vancouver, I was under the impression that there was more land enclosed there; I know there was a great deal more cultivated land about there; I thought there were thousands of acres

that had been cultivated at different times ; I cannot make this small amount of enclosed land exactly agree with my recollection, though from seeing it here on the list as having been measured, I presume it must be correct. As to the flour and saw mills, I can identify all the buildings mentioned in the list, except as to their exact dimensions, and the wire machine in the interior of the grist mill, which I do not now remember. On Sauvies Island I can identify all the buildings mentioned here, but cannot verify their exact dimensions.

Int. 27.—How much ground was occupied by the main fort at Vancouver and immediate buildings surrounding it ?

Ans.—If you mean by this to include the farthest barns, Dundas Castle, and all outbuildings, it would be at least two miles and a half along the river front, and from three quarters to a mile wide, and if the cemetery is to be included, it would be over a mile. Immediately around the fort the buildings were closer, and were scattered over the rest of the ground described. In the village near the fort and along the banks of the river, I really think there were one hundred houses and buildings occupied by the men, some built of logs, boards, squared slabs from the mill, some of them neatly finished and ceiled ; besides these there were stables and other outbuildings, all of which I do not find in this list.

Int. 28.—State if you are acquainted with the agricultural operations of the Company at Vancouver and give as nearly as you can a description of the farming lands at Vancouver in the year 1846 and the years previous thereto, and the pasturage used for their cattle and horses.

Ans.—When I was there in 1840 there were large tracts of land fenced and cultivated, on what were known as the first, second, third, and fourth plains immediately behind the fort. I was not on the Mill Plain in 1840, to the best of my recollection. On what is called the lower plain, there were also very large tracts of land fenced and cultivated under wheat and other grain ; all the lands occupied and jumped by Short, Laframboise, Petrain, Proulx, and several others, whose names I do not recollect, were cultivated by the Company, and yielded large crops in 1840. The Company had tremendous bands of cattle at that time, that ranged from the Prairie de Thé near Cape Horn on the Columbia, to the mouth of the Cowlitz River ; they went back considerably into that range of

hills which runs parallel with the River Columbia, I should say at least fifteen or twenty miles back. There were also cattle belonging to the Company on Sauvies Island and the Tualtain plains, south of the Columbia River. In 1846 I was not over the first, second, third, and fourth plains. The Mill Plain, which I then saw was under full cultivation, I suppose to the extent mentioned in the list. I also saw the land about the fort in 1846, but do not distinctly recollect going down on the lower plain. As I before stated, my impression is there was a great deal more land under cultivation around the fort than is mentioned in the list. In 1846 the cattle were scattered all over the section of country I have mentioned, though I did not ride about as much, and notice them as particularly as in 1840, though I think they were decreased in numbers.

Int. 29.—In the following years 1847 and 1848 and in 1849, when you were at Vancouver for some time, until the spring of 1850, state what change you observed in the condition of the country, the lands about Vancouver, and the Company's property of different kinds there.

Ans.—While staying there in 1849 and 1850, I observed that comparatively there was very little land under cultivation, as compared with 1840. The whole of the lower plain was occupied by others; the first, second, third, and fourth, I think, were all occupied by others. The Fort Plain, with the exception of the fort and its immediate outbuildings, the orchards and two or three hundred acres of enclosed land, was in the occupation of settlers and the military who were camped and erecting buildings on the land back of the fort. On the Mill Plain there were some settlers on the far end. The Company had land there under cultivation; I think there was as much fenced as in 1846, but the fences were not in as good condition. The cattle of the Company were nearly all destroyed or driven off. There were very few cattle and some sheep; the cattle range was very much interfered with, and not much left but woods; I believe the Company shipped no beef, after 1846, and did not slaughter their cattle by wholesale; they killed only what they wanted for their own use, and I know that in 1849 they had to buy beef from the settlers; nor to my knowledge were there any large droves driven away from there, except some that were driven up to Kamloops in 1846 or 1847; I think it was a small band.

Int. 30.—What do you know of any injury to the Company's buildings and orchard at Fort Vancouver in 1858 ?

Ans.—I was at Vancouver in 1858. I noticed that the fence round the Company's new or young orchard, as it was called, was down, part of it on the ground, and part removed. There were men working about the orchard fence, but they were not Company's men ; I noticed some of the buildings had disappeared ; there was a big blank. I also noticed a big building with hay in it ; men were at work on it, and from what I saw, I believe they were pulling it down. The next day I left Vancouver with Mr. Grahame, the Hudson's Bay Company's officer, who was in charge, for Portland and Victoria ; Mr. Grahame is now at Norway House, on Lake Winnipeg.

Int. 31.—From your knowledge of the Company's post at Vancouver, the buildings there and in the vicinity, what do you say was the value of all those buildings and improvements, saw and grist mills included, and the buildings on Sauvie's Island in 1846 ?

(Objected to as immaterial by W. C. Johnson, Attorney for the United States.)

Ans.—I would say as my own opinion, merely as a rough statement, I think they could not have been worth less than six or seven hundred thousand dollars. They must have cost very near that sum ; and I think people wishing to buy with the privileges,—by those I mean the land and water powers attached,—would have given more than this for them, then and afterwards.

Int. 32.—What, in your opinion, was the value of the land occupied by the Company, from a mile above the saw mill on the Columbia River to the mouth of the Cath-la-pootl River, taking a width of ten miles ? I mean by this a tract of land twenty-five miles long on the Columbia River and ten miles wide ; include also Menzies Island, if you are acquainted with it.

Ans.—I am acquainted with an island opposite the saw mill, which I presume is the island named, where hay was made for the cattle, and which was used for the pasturage of the Company's stock in winter. I always had a high opinion of the position of Fort Vancouver. I know a great many people wanted to purchase lots then, and have heard a great many merchants and shipowners say it was formed by nature as the best position for a town-site on

the Columbia and Willamette Rivers; and I think if the Company would only have sold from 1843 up, there would have been no Portland. If I had been a capitalist, and able to buy land to that amount, with all its privileges, between and including the years 1846 and 1849, I would have given a million of dollars for it, and would have considered it a good investment. The mill privileges were very good and very valuable. The reason the Company refused to sell before and including 1846, was on account of the Treaty then pending, and after the Treaty on account of the wording of the Treaty with reference to their possessory rights, and the belief upon the part of the Company that the United States expected to purchase this property and all their rights; and it was neither right nor proper for them to sell to any one else.

Int. 33.—What was the damage done to the Company in the loss of annual profits, in the produce of the farm, and agricultural operations, for a series of years at Fort Vancouver, caused by the interruption of their possession by the squatters you have mentioned, and the action of the military authorities of the United States?

Ans.—From 1846, and upwards the farm began to be ruined; the profit of the farm in former years must have been very large; the dairy produce was also very large. The two dairies on the lower plain milking about 250 cows daily in summer; there were three dairies on Sauvies Island, but I do not know the number of cows milked there. Butter and cheese were made in large quantities, and a good deal shipped to Sitka, but I cannot say how much. The Company run about twenty ploughs during the ploughing season on all the lands in the neighbourhood of Vancouver. I would estimate the total annual loss to the Company, after ceasing agricultural operations, I think I would be safe in saying, forty thousand dollars—in the loss in the increase of the cattle and horses, butter and cheese, grain, potatoes, pork and beef. The Company raised crops at Vancouver until 1849 and 1850; the large Russian contract for provisions, which, before 1846, was filled chiefly by what was raised at Vancouver, was after that year filled by me at Oregon City and Champeog by purchase. I filled the principal part of the contract.

Int. 34.—What was the condition of Fort Walla-Walla in

October, 1855, when Mr. Olney flung the ammunition taken from the possession of Mr. Sinclair into the Columbia River?

Ans.—The fort was in about the same repair as when I left it in 1846. I think there were some additions made to the buildings; a store was lengthened, and some outhouses built.

Int. 35.—What was the annual loss to the Company caused by the abandonment of Fort Walla-Walla?

Ans.—When I was in charge of Fort Walla-Walla, the annual profits of the place amounted to about ten thousand dollars. This profit arose from trade in furs, transfer of horses to other departments, and sale of goods. I think that annual profit could have been made had it not been abandoned.

Int. 36.—What loss was annually caused to the Company by the abandonment of the posts in the Snake country?

Ans.—Though the fur trade at Forts Hall and Bois  was much more extensive than at Fort Walla-Walla, the cost of taking in the goods and bringing out the furs was much larger, and the prices paid for the furs were higher on account of many being purchased from white trappers; consequently, the profits were not so great in proportion. I would estimate the profits of Fort Hall at about the same as Walla-Walla, and Bois  half as much, say about fifteen thousand dollars for the two. I consider the Company could have carried on trade to that extent, if not more, for a series of years; and when the condition of the country changed, a different kind of trade would have been equally profitable.

Int. 37.—What would have been the condition of American citizens and others emigrating to Oregon in its early settlement, had it not been for the assistance of the Hudson's Bay Company? State what you know of assistance having been rendered, by whose advice you acted, and with whom you co-operated.

Ans.—I think most of the early settlers will agree with me, that had it not been for the protection afforded by the Hudson's Bay Company to the early emigration, after reaching Fort Hall, they could not have arrived in Oregon, without the protection of a large military force. In obedience to instructions received from my superior officer, and in accordance with my own wishes, I furnished all the assistance I could to emigrants, while in charge of Fort Nez-Perc s or Walla-Walla. I advanced provisions and supplies,

furnished some of them with boats free of charge, hired Indians for others, allowed them to take wood from the drift wood that we had collected to saw into lumber to make their own boats and for fire-wood, and advanced any of them that I found in need, supplies of provisions or horses to proceed on their journey. I do not personally know what was done between the Dalles and Vancouver, but believe from what I have heard, both from the emigrants and the agents of the Company, that the boats of the Company were furnished to persons free of charge to bring the emigration to Vancouver.

Cross-examination.

Int. 1.—State as near as you can the cost to the Company of rebuilding Walla-Walla while you were in charge?

Ans.—The reconstruction of the fort was going on from time to time for something over two years; we could not work in the winter. The Company's servants and Indians were the only persons employed that I remember, except a Mr. Hunt, who built the gates in 1843. To the best of my recollection I never had more than ten white men and thirty-six Indians at work at any one time. Sometimes we had as few as three white men without any Indians; this would be seldom, except during the winter. The Indians were paid in provisions and other articles of trade. The building of the fort was so connected with the other business carried on, the men being sometimes at work on the fort perhaps two hours in the day, and the remainder at something else, that I cannot give from memory any estimate of the cost of rebuilding. At other times the whole gang was employed sixteen hours out of the twenty-four on the fort. The fort was burnt on the 6th of October, 1841, and the winter being so near, we had to work almost night and day for a time to give ourselves shelter and safety for the winter.

Int. 2.—Describe the size of an adobe brick, and state how much they were worth per hundred in your judgment.

Ans.—The adobes in the wall of the fort and bastions were twenty-two inches long, eleven inches wide, and four or five inches thick; those in the dwellings and other buildings were eighteen inches long, nine in width, and four or five inches thick—I think not quite so thick as those in the fort; each man made 100 adobes in a day with the

assistance of enough Indians to furnish the hay, and dig out the clay; each man would not have more than one Indian assistant. I cannot state more definitely the cost of these bricks.

Int. 3.—How high were the walls of the various buildings at Walla-Walla?

Ans.—The walls of the various buildings were from 8 to 18 feet in height, including the stone foundation. The stone foundation was built of rough stone taken from the river beach above the fort, from one hundred yards to three quarters of a mile. The magazine was small, and made with three tiers of adobe, four and a half feet thick.

Int. 4.—What was the value per acre of the enclosed and cultivated land near to Fort Walla-Walla, and of that you have described fifteen miles away?

Ans.—That near the fort I consider now the most valuable in the Walla-Walla valley; that farther away is less valuable, because it is surrounded by other good land. I cannot fix any definite price, not having been there for several years.

Int. 5.—How many horses were regularly kept at Walla-Walla? Also state how many cattle, if any.

Ans.—I traded from two to five hundred horses annually; they were constantly going and coming, so that the number generally at the fort was from three to four hundred; sometimes, when they were sent off on trips, there were not more than fifty at the post; generally the greatest number was there in the winter, I think not over four hundred at any one time. These required an immense range of the sand, sage and bunch grass of that section of country. There were never less than 40 nor more than 100 head of cattle, young and old, belonging to the post. One winter I kept a number of cattle belonging to emigrants, charging them 50 cents per head for herding. This was 1843-4. There were several hundred of them.

Int. 6.—Did not the horses and cattle of Indians, and some of the missionaries, roam over a great portion of the range which was used by the Company's stock?

Ans.—The horses of the Indians roamed over every inch of it, except what was so rocky and sandy as to be useless. In the immediate vicinity of the post they seldom came, except when the

Indians came to trade. The Indians had but few cattle, and the missionaries had but few when I first went there, but afterwards increased their bands considerably, which were pastured in the Walla-Walla valley.

Int. 7.—Since the gathering of the Indians on reservations, and the settlement of the surrounding country by whites, would not the importance of Walla-Walla as a fur-trading post be measurably destroyed?

Ans.—I consider that it would be nearly altogether destroyed if the Indians were kept on reservations.

Int. 8.—How was it that you made a profit on horses purchased at Fort Walla-Walla which were furnished to other posts of the Hudson's Bay Company?

Ans.—The price allowed for horses was about two pounds sterling; if they were purchased for less, which was frequently the case, the balance was entered to the credit of the post; the remainder of the profit of horse trading, to which I alluded, was the advanced price of goods over prime cost. The horses were always paid for in goods.

Int. 9.—What was the annual loss of horses in the business of the Company west of the Rocky Mountains?

Ans.—I cannot state what was the annual loss, but I know it was very great; hundreds were frequently destroyed by snow storms and hard winters.

Int. 10.—What do you consider the value of the Company's buildings and improvements at Walla-Walla?

Ans.—I cannot give any definite statement of the value of the post. If any one, however, when I was there, had come from England, Canada, or New-York, to build such a post to commence business, it would have cost an immense sum of money.

Int. 11.—When you were at Walla-Walla in 1855, at the time the powder and ball were thrown into the river, did not Mr. Sinclair and yourself concur in the judgment of Mr. Olney, that it was best to throw the ammunition into the river, to prevent the Indians from getting it; and were not the surrounding Indians then at war with the whites?

Ans.—Mr. Olney consulted particularly with me, as I was an old acquaintance and an American citizen; I advised him to take the responsibility of destroying the ammunition. Mr. Sinclair said

the property was not his, and could not consent to its destruction on his own responsibility, but did not resist when the receipt was given him so as to clear himself.

Int. 12.—Do you not know that the post at Bois  was destroyed by a flood about 1853 ?

Ans.—I don't think I ever heard of that before a day or two since, while I was testifying here.

Int. 13.—In the business of the Company, state your judgment of the relative importance and value of Fort Bois  and Fort Hall.

Ans.—I consider Fort Hall of double the value and importance of Bois  in the fur trade, but in later changes on account of the gold mines and ferry, I am of the opinion that Bois  is the most valuable. This is mere opinion from hearsay. I have heard nothing of Fort Hall for several years, but have heard frequent mention of Bois .

Int. 14.—Was it not the custom at Forts Bois  and Hall to drive the bands of horses from place to place where grass might be found on the various streams, without particular reference to any land claimed by the Company ; and did not the stock of Indians have free access to the same range ?

Ans.—The Company had no horse range enclosed, and, as I stated before, I cannot define any particular lines of the Company's claims. The Company, however, herded their horses as near the post as the nature of the country would allow. The horses of the Indians were free to run over the whole of it. The Company considered the range, I described in my direct examination, however, their pasturage for their purposes ; I believe, if it had been necessary, the Indians would have been requested to keep their stock out of the range, which I think would generally have been done.

Int. 15.—Since 1844 have not the profits of the Company at Forts Bois  and Hall been materially increased by trade with emigrants ?

Ans.—I cannot say that I ever heard or knew that the profits of Fort Hall were increased by the emigration ; but I do know, from statements of men connected with the Hudson's Bay Company, that the profits of the post were enormously decreased between 1846 and the time they abandoned the post ; at times the balance being on the wrong side of the ledger. I should think the same remarks would apply to Fort Bois .

Int. 16.—Do you not know that a white man was killed by the Indians in the Snake country in 1841; and did not the Company always have an armed escort with their brigades going up and coming back between Fort Vancouver and Fort Hall? Would you have us believe that all the stories of perilous adventure by trappers and travellers of which we have read are made out of whole cloth?

Ans.—The man was killed, not in the Snake country, but at Kamloops, in British Columbia. This was not the result of general hostility among the Indians, but a personal difficulty with one man growing out of a superstition of the Indian with reference to medicine. After this, I travelled all through that country in a company of three, and could have travelled alone equally well. The servants of the Company accompanying the brigades were not generally required to carry arms; many did so for the purpose of shooting game, and defending themselves if necessary. I have heard of armed escorts being used at times, but never saw one.

Int. 17.—How many boats did the Company have in use between Walla-Walla and Colvile, when you were in charge at Walla-Walla?

Ans.—From one to nine were used at a trip: I never saw more than nine in a brigade. They were going backwards and forwards as necessity required.

Int. 18.—When you were at Umpqua, in 1854, did you see any stockades?

Ans.—I did not.

Int. 19.—How many dwelling-houses did you see?

Ans.—I remember one dwelling-house where I was invited by Colonel Chapman, the occupant; I saw barns and out-buildings, but cannot state how many, or whether there were any other dwellings or not; I arrived there late in the evening, and left early in the morning; was never there at any other time.

Int. 20.—Was the post at Umpqua of any importance to the Company in its fur trade?

Ans.—I know very little of the post at Umpqua; it was important for trading sea otter and other furs, but to what extent I cannot say.

Int. 21.—Did you not live at and near Champog for several

years while you were in business there, as stated in your direct examination?

Ans.—I did; I lived for some time, say about six months, in the Company's house in Champoeg; the remainder of the time I lived on my own farm across the river, a short distance below Champoeg.

Int. 22.—What became of the Company's buildings at Champoeg?

Ans.—They were carried off by the flood of 3rd December, 1861; the granary and dwelling house lodged about a quarter of a mile below where they had stood.

Int. 23.—What were these buildings worth where they stood, after being washed away?

Ans.—I should say they were valueless.

Int. 24.—What were town lots worth in Champoeg after the flood of 1861?

Ans.—I would say nothing.

Int. 25.—How much was the market value of lots in Champoeg in 1861 before the flood, say such as the Company owned?

Ans.—Mr. Newell, on whose land a part of the town site was, would have sold lots in 1861 for from fifty to one hundred and fifty dollars; his was the lower end of the town; the Company's property was in the upper end, on much higher ground.

Int. 26.—Of what were the buildings at Vancouver constructed?

Ans.—With the exception of one building, and the magazine, they were of wood; some were built on what was known as the Canadian method; others were frame; some were of hewed timber, some sawed; I cannot state the particular construction of the barns, except they were of wood, and appeared substantial.

Int. 27.—Were the buildings generally one or two stories?

Ans.—The stores were generally two stories, the main dwelling house was two stories. The other buildings were one story or one and a half in height.

Int. 28.—How far was it from Dundas castle to the building next to it towards the fort?

Ans.—If I remember rightly, about half a mile.

Int. 29.—Were not several of the men who jumped lands claimed by the Company old servants of the Company?

Ans.—They were; many of them had been servants, but out of the service at the time.

Int. 30.—Was not the change in the business of Vancouver, which you observed in 1849 and 1850, caused by the Company making Fort Langley the general depôt for all the posts up the Columbia, and the diversion of the capital of the Company from agricultural operations to trade in goods with the whites?

Ans.—I never knew that Fort Langley was a general depôt. The reason why the Company did not continue their agricultural operations, in my opinion, was because they could not, in consequence of squatters taking possession of their lands.

Int. 31.—Do you not know that Colonel Loring, in command of the forces of the United States, had the full concurrence of the officers of the Hudson's Bay Company for establishing the military post, as he did at Vancouver?

Ans.—I do not; my opinion is that he settled there on probation, with promises that the United States would make good what he took; I think the Company in the first place objected to his settling there.

Int. 32.—Were not the cattle at all the posts of the Company of the Spanish breed, and generally very wild?

Ans.—Most of the cattle were Spanish, some of them were very wild; the milch cows and work oxen that were broken were as tame as cattle ordinarily are. The unbroken cattle were regularly herded, and I do not think were wilder than other breeds would be under the same circumstances. I know this is contrary to the general opinion, but this is my experience.

Int. 33.—How many cattle do you know were destroyed, and how many were driven off from Vancouver?

Ans.—I never saw one destroyed, nor have I seen any driven off.

Int. 34.—Can you swear that they were not all driven away or made into beef by the Company, or suffered to die of neglect?

Ans.—I have no personal knowledge on the subject; all I know is from hearsay.

Int. 35.—When you fixed the value of the Company's buildings at Vancouver at seven hundred thousand dollars, is this separate from the land?

Ans.—It is of the buildings separate from the land.

Int. 36.—What were these buildings worth, as they were when you were at Vancouver in 1858, taking into consideration the kind of business then being done in the country?

Ans.—I was there only one or two nights, and cannot say.

Int. 37.—How much flour and provisions did the Company furnish to the Russian settlement in 1849 and 1850, when you partially filled the contract?

Ans.—The purchases were made by me before I left the service on furlough in 1849, but I cannot give any estimate of the amount. In the fall of 1848, when the excitement began about gold, I bought for the Company in a very short space of time something not much under forty thousand bushels of wheat; but what they did with the flour, I cannot tell. I may be mistaken as to the amount, but I think not.

Int. 38.—When you speak of giving one million of dollars for the Company's lands at Vancouver, is not your estimate based upon what you think it might have been made, rather than what it really is worth, taking Portland and other towns, as well as Vancouver, as they now are or have been any time since 1862?

Ans.—I believe if the Company had been untrammelled by outside influence, and Vancouver had been open for sale, with the capital and influence of the Company, they might have realized a great deal more than the sum I have named.

Int. 39.—Do you not believe from the statements of emigrants and the agents of the Company, that the boats in 1844 were not furnished to the emigrants, but were furnished to unprincipled Americans, who proceeded to charge the emigrants for their passage and freight down the river, which was in many cases collected?

Ans.—In 1844 some men who had crossed the plains came to Vancouver, and represented that the emigrants were suffering for means to get down the river. Dr. McLoughlin, who was then in charge, gave them the Company's boats, they saying they would volunteer to take them up and assist the emigrants. The boats made a number of trips, Dr. McLoughlin understanding that all was gratuitous. I afterwards understood, however, that those who received the boats did charge some of the emigrants for their passage.

Int. 40.—Did you ever hear at any of the posts of the Company

of any particular lines or boundaries, natural or artificial, to the amount of pasture lands claimed or used by the Company?

Ans.—I have heard, particularly at Vancouver, they claimed from something above the mill to the Cath-la-pootl, and some ten or twelve miles in width, a good deal less than the land I described as their pasturage. I have heard of their claiming at other posts, but not the particular lines.

Int. 41.—Did you not hear of this but lately? If so, fix the date as near as you can.

Ans.—I think the first I heard of the lines of the Vancouver claim defined as above, was during my stay at Oregon City after the Treaty of 1846, I supposed before the claim was more extensive.

Int. 42.—After the discovery of the mines in 1848, was not the fur trade of the Company rapidly decreased, and the general trade with miners and settlers largely increased with great profits?

Ans.—I cannot speak as to the fur trade, as my business at Oregon City had scarcely any connection with that branch. It is probable that the Company in 1848 might have realized good profits from sales of merchandize, but unfortunately their vessel was lost at the mouth of the Columbia; as to after years, I cannot state, as I was engaged in business for myself.

Int. 43.—What wages per day were commonly paid to laborers in Oregon, from 1844 to 1847?

Ans.—I don't know until after 1846; at that time wages averaged about one dollar and a half a day in scrip; there was scarcely any coin in circulation.

Int. 44.—What wages were paid to laborers from 1849 to 1853?

Ans.—From one to twelve dollars a day in coin.

Int. 45.—How did the price of property in land in 1850 to 1853 compare with the price before the discovery of gold? State the relative increase as near as you can.

Ans.—I should think as a general thing there was no land in use in the settlements that did not increase one hundred per cent., except the public lands; many places increased much more, some as much as one thousand per cent. This last would apply particularly to town property in some places.

Int. 46.—How did the price of property in 1862-3 compare with the price in 1853?

Ans.—I cannot state, except as to the particular localities where I was acquainted; in these land was low at that time. I was best acquainted in Yamhill County, in the Willamette Valley.

Int. 47.—Taking Portland as it is, and the business and commerce of the country as now arranged, what value would you place on the land claimed by the Company at Vancouver any time since January, 1863?

Ans.—I think its prospects as a town site are most decidedly injured; it is as valuable as ever to the United States as a military post. I left that country in 1863, and only know about it since from hearsay.

Int. 48.—Are you a native born or a naturalized citizen of the United States?

Ans.—I am a naturalized citizen.

Direct examination resumed.

Int. 1.—What would be the value of Walla-Walla now or in 1862? When you were near there, had the Company's possessory rights been respected to the land they held in 1846, and their possession remained undisturbed?

Ans.—I think the value would have increased very much; the settlement of the Walla-Walla valley made this a very important landing.

Int. 2.—Where was the white labour brought from, and at what other places would it have been obtained, which was employed by you in the building of Fort Walla-Walla?

Ans.—From Canada and Great Britain; they might also have been obtained from Germany, France, and the settlements of the United States on the Atlantic slope.

Int. 3.—Was it not the custom of the Company to allow the horses belonging to the Indian bands, camping near the posts for the purposes of trade, to pasture on their lands?

Ans.—It was, with the exception of the enclosed lands.

Int. 4.—You have spoken of the decrease of profits at Forts Hall and Bois  from 1846 to the time they were abandoned; what do you believe to be the cause of that decrease?

Ans.—War between the whites and the Indians ; the Company could not carry on their trade with the usual profits.

Int. 5.—You speak of the abandonment of these posts ; do you not know that the Company were forced to leave by hostilities between the Indians and the United States, the prior occupation of their fort at Walla-Walla by the military authorities, and the want of protection ?

Ans.—I cannot state as to these matters, except by hearsay ; from that, I believe the Company were forced to leave from the causes mentioned in the question.

Int. 6.—At the time that Dr. Newell sold his lots in the lower part of the town of Champoeg for from fifty to one hundred and fifty dollars per lot, what was the value of the Company's lots upon the high ground ?

Ans.—The Company's lots upon the high ground were much more valuable, on account of the landing for steamboats, and the fact that until the great flood these lots had never been covered with water, while the rest of the town, except one point, had been.

Int. 7.—Do you know anything of the value of lots in Champoeg since you left Oregon ?

Ans.—I do not, except from hearsay, and from that I believe that lots at Champoeg are almost valueless, except the steamboat landing, and the only landing at Champoeg during winter for discharging goods is on the Company's lots.

Int. 8.—How far is Dundas Castle from the river ; and how far from the river are those buildings you spoke of as being next to it, and towards the fort ?

Ans.—Dundas Castle was about a mile from the river ; the others were nearly the same distance.

Int. 9.—Why did not the Company prevent their old servants you speak of, and others, from jumping their lands at Vancouver ; and if any, what means did they use ?

Ans.—My own impression is, that they could not prevent the jumping ; soon after the Treaty they began to jump, and were soon too numerous for the Company to go to law with ; besides, most of them, being irresponsible, might be turned out one day, and be back the next ; further than this, I know they were encouraged by some of the military officers of the United States. It would have

been useless for the Company to have gone to law ; but I never heard, as I remember, that the Company used any means to prevent trespass on their lands, but I do know that the Company's officers protested orally against the occupation by Colonel Loring.

Int. 10.—Would the cost of building of the post at Vancouver, to a person or company bringing their men and supplies from Canada, England, or the United States, at any time previous to the Treaty, been greater or less than the amount of seven hundred thousand dollars, at which you have fixed the value of the buildings at Vancouver ?

Ans.—I consider it would have cost parties coming from England and Canada more, and to parties coming from the United States infinitely more, as labor would be much higher there.

Int. 10.—Had the Company's possession at Vancouver been respected, and their rights protected, would, in your opinion, one million of dollars [have] been an adequate payment to them for their land and improvements at Vancouver at any time from 1846, including that year, up to the time you left Oregon ?

Ans.—Decidedly not.

Int. 12.—Was there not, in 1863, at the time you left Oregon, a place called Vancouver City, near the site of Fort Vancouver ?

Ans.—There was.

Int. 13.—State, if you can, the prices of beef, pork, butter, wheat, potatoes, mutton, and oats, in 1846, and from that time to 1853, about Vancouver.

Ans.—There were great fluctuations in the market between 1846 and 1853 ; in 1846 wheat was about one dollar per bushel ; beef was ten cents per lb. retail, and four dollars per hundred on foot ; pork between six and eight cents per lb. ; butter from twenty-five to thirty cents per lb. ; potatoes and oats I do not remember the price of ; cheese about the same price as butter ; I do not recollect the price of mutton. The prices began to rise in the fall of 1848. In the summer of 1849 I have known potatoes sold at eight dollars per bushel ; beef at retail from twenty-five to forty cents per pound ; beef sold to Government about that time on contract at twenty-five dollars per hundred ; pork, butter, and all other articles, were very high ; eggs, I recollect, were two dollars per dozen. There were fluctuations between 1849 and 1853. In 1852,

wheat and all other produce I think, were down very low; wheat, I think, was about a dollar, and other things in proportion. In 1853 produce was very high again. Wheat, in Marion County, Oregon, was five dollars per bushel; potatoes were two to three dollars per bushel that year, and produce of all kinds was high.

Int. 14.—Are you acquainted with the posts of Colville, Okanagan, Walla-Walla, Boisé, and Fort Hall, and the circumstances of the country surrounding them; if so, would, or would it not, have required a large outlay of capital, to the extent of one hundred thousand dollars at least, to bring labour and provisions to the spot before beginning to build at all, and would not that add largely to the mere cost of erection at each of these posts?

Ans.—If you mean to ask me what it would have cost before the Hudson's Bay Company tamed the Indians in the vicinity of these posts, I would say that, to have brought men and provisions to these places, from any country where they could have been obtained, protected them while coming, and while there, before the buildings were erected, would have required an outlay of capital, in the mere organizing the party, and obtaining the necessary numbers and supplies, greater than the sum named. The outlay would not be so great to the Hudson's Bay Company, on account of their gradual approach to this country, through tribes of Indians, made friendly by contact with them; at the same time the Company was exposed to great trouble, danger, and expense. An outlay of this kind would have to be considered as part of the cost of building.

Int. 15.—Do you know when Fort Nez-Percés was first occupied, and by whom?

Ans.—I think about 1819, by Alexander Ross, of the North-West Company.

Cross-examination resumed.

Int. 1.—How far from Fort Walla-Walla are the settlements, and the present town called Walla-Walla?

Ans.—The present town of Walla-Walla is about thirty miles from the old fort; the Walla-Walla valley is settled up down to the mouth of the Touchet River, below that there is but little good land, but there are a few settlers on the good patches of land

before described by me as occupied by the Company. The mouth of the Touchet is about eleven miles from the old fort.

Int. 2.—After 1844 was there not plenty of labour which the Company could have secured in Oregon?

Ans.—Some labour could have been obtained in Oregon after 1844, but as the men generally came to settle, they could not be relied upon for permanent employment.

Int. 3.—About how many settlers were there in Oregon in 1846?

Ans.—I should think between ten and fifteen thousand.

Int. 4.—At the time of the Indian war in 1855, did not the Indians make war upon all the whites, without distinction as to nationality, including the servants of the Hudson's Bay Company?

Ans.—I do not think they did. I do not believe they intended to fight the servants of the Hudson's Bay Company at all.

Int. 5.—Why then do you say the Company's servants were compelled to abandon Forts Hall and Boisé by the Indian war in 1855?

Ans.—Because of the resemblance between the whites in the employ of the Company and whites generally, they could not travel and do business, and hence it was useless to remain at the posts, in my opinion. I would further state, however, that I believe the officers of the Company, at all the posts, assisted the Government of the United States in every way they could.

Int. 6.—What officer of the United States encouraged jumpers at Vancouver, and when was it?

Ans.—Major Reynolds and Captain Ingalls were the officers that I heard justify jumping. I have conversed with several others, but do not remember their names particularly. Reynolds, I think, was a paymaster, and Ingalls a quartermaster. I have heard Ingalls talk about it frequently to myself and others, and Reynolds justified it in a speech in Court, where he was acting as a lawyer. This was between 1849 and 1858.

Int. 7.—Did not the price of produce after 1853 again decline rapidly until 1862?

Ans.—Take it as an average, from 1855 to the time I left Oregon in 1863, the price of wheat was not over one dollar per bushel.

Int. 8.—What was the estimated expense to the Hudson's Bay Company of bringing servants from Canada to Vancouver?

Ans.—I do not know; I generally employed such as were already here. The wages of re-engaged servants was the same as when they were originally employed, except that some were paid somewhat advanced prices on account of skill and experience acquired in the service; this rule held good until 1848, when the mines were discovered.

Direct examination resumed.

Int. 1.—Were there any emigrant settlers in Oregon in 1841, and when did the first emigration of any importance come into Oregon?

Ans.—In 1841 there were a few straggling settlers; I only remember the name of one man; in 1842 about two hundred; in 1843 the first good sized emigration took place; about 150 wagons came in that year as far as Fort Hall; some came as far as Walla-Walla. In 1844 and 1845 the emigration was still larger than in 1843, I think.

ARCHIBALD MCKINLAY.

Victoria, V. I., August 21st, 1865.

Archibald McKinlay recalled, deposeth and saith as follows:

Int. 1.—State, if you can, what was the importance of the Columbia River to the Company as a means of communication with their different posts and establishments east and west of the Rocky Mountains, and whether it was important to them for the same purpose that the different portages along the river should be kept free and open.

Ans.—The importance of the navigation of the Columbia River to the business of the Company, and as a means of communication, was very great; it was almost an absolute necessity to them, as without it they would be compelled to transport their goods by horses, which would have destroyed all the profits of their trade. Without the river, it is my opinion, they would not have come into the country at all to commence their business, nor have carried it on with any hope of success. The river being useless for naviga-



tion without the free use of the portages, the importance of their being always free and open must be apparent.

Int. 2.—What do you know about the amount of indebtedness of the early emigration to the Company left in your hands for collection, and what amount of it was collected?

Ans.—While at Oregon City, between 1846 and 1849, the indebtedness of the people to the Company was in my hands; it amounted to something like sixty or seventy thousand dollars, as near as I recollect; a good deal of this was paid to me during that period; upon most of this no interest was charged, and in no case over six per cent. per annum; after 1850 the indebtedness was placed in the hands of Allan, McKinlay & Co., for collection on commission; the debts were then quite old; most of the debtors refused to pay, on account that the debts were barred by the statute of limitation; the amount of this indebtedness left in the hands of the firm unpaid, and which could not be collected, amounted to from twenty-six to thirty thousand dollars. Many of these debtors went to the mines in California, and were not seen afterwards.

Cross-examination.

Int. 1.—How many vessels per annum did the Hudson's Bay Company bring into the Columbia River for the supply of their fur trade before 1846?

Ans.—My impression is they had one vessel a year from London or Liverpool; they also had vessels trading with other ports on the Pacific coast and the Sandwich Islands; having been in the interior before 1846, I knew but little of the shipping business.

Int. 2.—After the "Cayuse" war in 1847, were not almost all the goods for the supply of the Company's posts in the interior, including Colville, sent to Victoria in Vancouver's Island, and thence by the way of Fort Langley in British Columbia?

Ans.—I think Colville was supplied for many years after that time by way of the Columbia River; so were Walla-Walla and the posts in the Snake country. The first I knew of supplies going from Langley to Colville was in 1862; this I heard from others. I cannot say when supplies began to go by way of British Columbia for any of the posts in the interior. From hearsay I suppose it

was some years since ; this matter was entirely out of my line, and I really know very little about it.

Int. 3.—How many vessels did the Hudson's Bay Company bring from Europe to the Columbia River in any one year after 1846, up to the time you left Oregon ?

Ans.—I cannot add anything to what I said about years previous to 1846. I was not in the position to keep the run of the Company's shipping. I think they always had one vessel, if not more, every year while I was in the Company's service.

Int. 4.—Which is the cheapest mode of getting goods up the Columbia River—to take them in such boats as were used by the Hudson's Bay Company in 1846, and making the portages on the backs of men as they then did, or to use the steamboats and railroads, as they now are, belonging to the Oregon Steam Navigation Company and others ?

Ans.—I am unable to answer this question.

Int. 5.—How long did it take a brigade of boats to go from Vancouver to Colvile ?

Ans.—About twenty-five or thirty days when loaded.

Int. 6.—How were the goods passed round the different portages ?

Ans.—Sometimes on horses and sometimes on men's backs ; at the Cascades horses were never used. This portage, according to the stage of water, was from one and a-half to five miles long ; sometimes the boats were partly unloaded to get up to the upper portage. I never saw goods carried the whole distance ; they were taken from point to point to lighten the boats ; sometimes the boats themselves were taken out and slipped over the rocks, something less than two hundred yards ; this was only in the very low stages of the water. At the Dalles, the portage was sometimes made of the goods on horses and sometimes on the men ; at very high water the boats also had to be carried between a mile and a-half to two miles. The goods sometimes had to be carried about three miles. At very low water we passed without making any portage. Occasionally there was a portage of half a mile about three miles above the Dalles proper, where the boats at low water had to be lightened. At Des Chutes, the portage was sometimes made with horses, and sometimes with men ; at low water both boats and goods were

carried about three quarters of a mile. Occasionally at very high water there was only a very short portage of part of the goods. Above this there were several portages of more or less importance, but I do not remember any below Fort Colville, where the boats had to be taken out.

Int. 7.—Up to what date did the Company continue to use their own boats between Vancouver and the Dalles?

Ans.—At any rate as late as 1852, if not later. Allan, McKinlay & Co. had a small steamer on the Columbia, between the Cascades and Dalles, connecting with steamboats below, as early I think as the spring of 1853; at that time, and afterwards, the Company shipped goods by our steamer. I do not believe they shipped all their goods in this way.

Int. 8.—Since 1860, has not the Hudson's Bay Company continued its trade at Colville and at all the posts above Walla-Walla, except Hall and Boisé?

Ans.—I think they have, except at Okanagan, where I think there was nobody when I passed near it in 1862.

Int. 9.—Do you know of any obstructions being placed at any of the portages on the Columbia River, preventing the Hudson's Bay Company from taking such brigades as were usually sent, with as great ease as before 1846?

Ans.—I know of none except that I have heard persons claim the land at some of these portages as their private property; I never heard any one object to the Company passing over. At the Cascades; the horse railroads cross and recross the old trail used by the Company.

Int. 10.—Did the accounts furnished to you at Oregon City include the indebtedness to Vancouver?

Ans.—The accounts of Oregon City I kept myself, while I was in the employ of the Company. I only had from Vancouver a list of balances due and notes of hand; the amount I stated in my direct examination covered the balances and notes from Vancouver, and I think covered the period from 1843 and onwards. I think we had these accounts some few years after 1850; I do not remember how long.

Int. 11.—Have you not heard Dr. John McLoughlin state that he had difficulty with the officials of the Company in London, in

settling his accounts, because of the credits given to settlers, and that he was charged with some part of this indebtedness, because he had suffered it to be barred by the statute of limitations?

Ans.—I have not; he knew better.

Int. 12.—Was not much of the indebtedness which remained unpaid, due from the Canadian French settlers who came before the general emigration to Oregon; and was not some due from discharged servants of the Company?

Ans.—To the best of my recollection a part of the unpaid debts were due from such persons, but I think their proportion was small.

ARCHIBALD MCKINLAY.

Victoria, V. I., August 24th, 1865.

DEPOSITION of *William Frederick Crate*, a witness produced on the part and in behalf of the Hudson's Bay Company, who being duly sworn, deposes and saith as follows:

Int. 1.—What is your age, name, residence, and present occupation?

Ans.—My age is fifty-five, my name is William Frederick Crate, residence Vancouver Island, occupation millwright.

Int. 2.—Of what country are you a native, and of what now a citizen?

Ans.—I am a native of England, and a naturalized citizen of the United States.

Int. 3.—How long have you been connected with the Hudson's Bay Company, and when did your connection with them cease?

Ans.—I joined the Company about the year 1832, and arrived in Oregon in the fall of the same year, remained in the employ of the Company until 1843, when I returned to the United States. I entered the employ of the Company again in 1849; during my absence, I was in England three months. I remained in the service of the Company until June, 1860.

Int. 4.—Where were you stationed when you first came to Oregon, and in what were you occupied during your first stay there?

Ans.—I was stationed at Vancouver, took charge of the mills there, and built a grist mill and saw mill.

Int. 5.—Describe the grist mill built by you, and the extent of the power, and its situation and cost.

Ans.—The grist mill was built upon a stream running into the Columbia River, about two or three hundred yards from it; it was three and a half stories high, and two run of stones with wire bolting machine and every thing complete. The stream on which it was built had four falls within a short distance of each other; each power or fall was equal to from twenty-one to twenty-four horse power, not troubled by freshets, and no back water from the Columbia River would stop it. The mill was finished in 1839 or 1840.

Int. 6.—Describe the other grist mill.

Ans.—The other grist mill was on the same stream lower down, and was put up during my absence between 1843 and 1849; when I returned in 1849 it was about half finished.

Int. 7.—State as nearly as you can the cost of the grist mill built by you for the Company, and the cost also of the partially finished mill which was erected in your absence.

Ans.—The first mill cost about fifteen thousand pounds sterling; this was as cheap as it could be built at that time. The new mill as far as finished must have cost some twenty-five thousand dollars, as labor and materials were dearer at that time than before; it was much larger than the other. The mill was 60 x 40, four stories high, and intended for eight or ten run of stones.

Int. 8.—Describe the saw mills at Vancouver, the stream on which they are built, and their situation.

Ans.—The saw mills were on a stream about a mile above the grist mill stream, and about seven miles from the fort, as the road ran in 1846. This stream had one fall of sixty-horse power; no high water in the stream from freshets interfered with the mill, but the back water of the Columbia in the highest stage sometimes delayed a fortnight for the longest time, and only once during the year. There was a saw mill on this stream when I came there. I built a new saw mill there, part on the old site a little lower down the stream. This mill, as near as I can recollect, was about 100 x 40 feet; it was a gang saw mill, nine saws in the gang, and

two more saws in a sash, in all eleven saws. This was a substantial, well built mill, and a very expensive one; most of the iron work was wrought; manufactured in England. The wheel was an overshot one, and about twenty feet in diameter, and eight to ten feet wide. This was built during my first employment at Vancouver, and before 1843. There was another saw mill built alongside the mill I have just described, while I was absent between 1843 and 1849; it was a single saw mill, about 60 x 20 feet; it was driven by a flutter wheel in a cistern about 20 x 10 feet; it was a strong substantial frame. The mill was built on the American plan. After my return in 1849, I began the new saw mill lower down on the same stream, on the opposite side, and finished it in 1852. This mill was 60 x 20 feet, one sash saw, driven by an overshot wheel, double motion geared up mill. It would cut three or four thousand feet of timber in twelve hours, without any driving. Large vessels in the Columbia River could be loaded with lumber from these mills by building a staging fifty or sixty feet from the shore; a good many were loaded in this way.

Int. 9.—State, if you can, the cost of these saw mills.

Ans.—The first saw mill built by me must have cost eighty thousand dollars. The cranks in the mill cost three hundred pounds sterling each. It was a very powerful built mill, with a great amount of iron work in it. The saw mill built during my absence would not, in my opinion, have cost over eight thousand dollars, and the mill built by me in 1851 and 1852, must have cost fifteen thousand dollars.

Int. 10.—Are you acquainted with the pasturage at the post of Vancouver over which the Company's cattle and stock ranged? If so, please describe it as it was when you left in 1843, and previous thereto.

Ans.—They ranged above the saw mill as far as the Prairie de Thé, some ten miles up. I have sent men up there for cattle and been up there myself, and down the Columbia River below the Cath-la-pootl, near the Cowlitz River; I have been there for cattle myself. The cattle and stock ranged back from the river about ten miles. Opposite the saw mill there was a large island in the river, where we procured goose grass for the cattle in the winter, keeping a boat's crew for that purpose, and sending there nearly every day.

Int. 11.—State whether there was cultivated land over this tract of pasturage, farm buildings, and dairies, and whether it was connected by roads.

Ans.—In this tract there were several plains, Mill Plain, first, second, third, and fourth Plains, Fort Plain and Lower Plain, also fifth and La Kamass Plain and Prairie de Thé. There was a large amount of land fenced and cultivated. There were several dairies on this tract, and one on an island opposite the fort known in late years as Hayden's Island, so called from the person in possession. There were roads all over this tract made by the Company. I made the roads from the saw mill to the Mill Plain, which is about a mile from the mill and from that plain to the Fourth Plain, and from that plain to the La Kamass Plain and the Prairie de Thé. I built several small bridges. These roads were expensive in consequence of the quantity of clearing necessary to open them and keep them in repair.

Int. 12.—State if you noticed the buildings at Fort Vancouver, during your first stay there, and their condition when you returned in 1849. State what their condition was then and afterwards.

Ans.—I knew the fort well and all the buildings; they had begun to rebuild before I left in 1843; and when I returned in 1849, many of the buildings had been rebuilt, and most of the stockade and all the buildings had been put in first rate repair. After that time I kept them in repair myself; when Mr. Mactavish was in charge, I put new sills and blocks under those that needed them. The majority of the houses were built on what is known as the Canadian style. By renewing the blocks underneath and keeping the sills covered, the buildings would last a long time. The repair gang kept in employment would average about five men. The main buildings of the fort were kept in repair until about the time the Company left; when I left, part of the buildings had been removed by soldiers, and part were still standing. This I believe was done by the orders of General Harney and Captain Ingalls.

Int. 13.—What do you know of the buildings surrounding the fort at Vancouver in 1843, and previous thereto; of what were they generally built, by whom inhabited and how divided off, and the general appearance of the buildings in 1849 and afterwards?

Ans.—The fort was surrounded by the buildings occupied by the servants of the Company forming a small town below the fort,

and one street adjoining the fort on the upper side, and dotted houses all over the plain, for a mile. In the lower town was a street for Canadians, one for Kanakas, and one for English and Americans. Most of the English and Americans were spotted around, above and behind the fort. Some of the houses were built Canadian fashion, of two or four inch planks; some were built American cottage fashion, framed and weather-boarded; some were of squared timber, and some very few of logs, and some few of sawed slabs. The houses were generally one story high, and some of them a story and a half; some of them were ceiled inside, and some papered; many of them plastered with clay. This town was in as good condition in 1849 as it was in 1843, and in my opinion better. When I left in 1863 some of the houses were still standing, and a few were occupied by officers of the United States army, and one for a short time by Captain Ingalls.

Int. 14.—Do you know how much pork and beef were killed and packed by the Company while carrying on their farms at Vancouver in 1843, and what was the usual amount of butter and cheese made there?

Ans.—I cannot say how much pork was made there, but I think from two to three hundred barrels. I cannot tell the exact number of beef cattle killed, but I have seen three or four head brought in and killed weekly for use. I have seen a boat load of barrels of butter brought in at one time from the dairies, but can't say how much was produced in a year; large quantities of cheese were also produced, but I cannot say how much.

Int. 15.—State what you know, if anything, as to this land which you have described of the Company's as being taken possession of by different persons, when you first observed it; by whom it was done; under what law it was claimed to have been done, and whether by any persons claiming authority under the United States, and to what extent it was done.

Ans.—When I left Fort Vancouver in 1843 there were no persons claiming any part of the Company's land; when I returned in 1849 there were a few settlers on the lands, claiming under the Donation Land Law. I returned in November, 1849. The military of the United States were in possession of the land on the hill back of the fort. Had erected some log buildings, and were putting up

others. There were some buildings below the garrison camp and between it and the fort belonging to the Company, which the military authorities had hired for storehouses and to live in. After I arrived there, and up to 1853, the great body of the settlers came in. They took about all the Company's lands up to the military reserve, which I think was about one mile square; some of their claims would come within the mile front on the river bank. The military reserve included the Company's fort, and almost all the buildings in the immediate vicinity. Most of these men who took possession of claims upon the Company's land, I believe, were Americans, and some of them were foreign born. From their statements, and from their living upon the claims, I believe them to have been claiming to hold the land under the Donation Laws of the United States. I know that I accompanied some of them to the Land Office to take steps to secure their claims under the Donation Law; others I saw at Oregon City, waiting to prove up under the Land Laws.

Int. 16.—State, as far as you can, the names of the settlers upon this land, the portions of the land they occupied as near as you can, and the acts done by them, or any of them, in taking possession of, or while in occupation of the land. In doing this, begin at a point about a mile above the saw mill on the river front.

Ans.—Silas Maxon and his wife had the claim above the mill, taking a mile square, six hundred and forty acres. The next below was J. E. Taylor, whose claim included the saw mill, and who took after 1853; he and his wife took half a section. The next would include the grist mill, and was a mile square, on which, in 1849, and again in 1850, I gave notice in the Land Office of a donation claim for myself and wife, intending to hold the land; if I had not taken it, some one else would have jumped it. The mills were the Company's, and I received wages for running them. The next was John Stainsger, holding half a section; the next was a claim of six hundred and forty acres held by a German whose name I forget. The next half section was taken by two men, one of whom was called Fritz, and the other Donovan. The next claim on the river front was taken by J. W. Nye, and between him and the fort, the last settler was William Ryan, on a claim disputed between him and one Pambrun. Below the fort was Short's claim, which was intended to take all the

land up to the military reserve, and was a mile square. Then came Duchenay's claim; what amount he had, I cannot say; Mellick, Proulx, Petrain, Laframboise, Van Almond, and a number of others, whose names I cannot tell, had claims extending all the way down to the Cath-la-poolt River. The amount of land taken by each of these distinct claimants I can only give by hearsay. I know from the statements of most of them, that they were donation claimants. Back of the river front there were a number of settlers, whose names I cannot give, occupying land on the bank of the slough and all of the lower plain, not taken by those whose names I have mentioned. The first, second, and third plains were fully claimed by settlers, who also included in their claims a good deal of the surrounding woods; among these I recollect the names of Douthet and Jamieson, and others whom I knew well, but whose names I cannot at present distinctly recollect. On the fourth plain were the four Proebstels, Covington, Dowland, John Bird, Charles Bird, Wiley, and a number of others whose names I cannot recollect. These occupied the whole of the plain and the adjacent woods; from the fourth plain to the fifth there were some settlers, and from the fifth plain back to the "Kamass" plain, and on the road to "Close Illahe," both of which plains, with the surrounding woods, were taken up by settlers: among these were Fletcher, Shew, Proebstel, and others whose names I do not recollect. On the Mill Plain were the claims of Murray, John and William Goodwin, Harvey, Hicks, Shoemaker, Davis, and a number of others whose names I do not recollect, taking up all of the Mill Plain, and much of the surrounding woods. There were other settlers who occupied all the small peices of land suitable for settlement not included in the larger plains I have mentioned and wherever water could be found. In taking up all these claims more or less woodlands were included, either at the choice of the settler, or to make up the amount of land he claimed. The whole of the Company's land claim was substantially taken up by settlers, except some places in the woods; each of these claimants took all of the Company's buildings, fences and improvements which happened to be on the particular piece of land appropriated by him, changing the fences whenever it suited their convenience. As to particular acts, I recollect some time about 1856, when the saw mill was not running,

but was in my charge, J. E. Taylor, in my absence, took possession of the mill, and set it running without sawing, in order to make the mill run easy, and spoiled an iron spur wheel twenty feet in diameter. I ordered him off several times; he told me the Company had no right to it, as it was on his claim, and he had a right to every thing on his claim. The officer in charge of the Company got out an injunction for some purpose, but Taylor remained in possession and sold to one Love, who was in possession when I left the country. While the mill was in Taylor's possession, he fixed it up, and ran it. A town was begun on the Short claim directly below the fort sometime between 1850 and 1853. The lots in the town were sold by Mrs. Short until after the time when the military reserve was run off, when it was discovered that a small triangular piece of land was not covered by Mrs. Short's claim, lots on which were sold by Mrs. Short's son-in-law, and others who claimed it, as I have heard. Before I left, the town had grown to quite a considerable size. The Company sowed a good deal of land above and below the fort with timothy grass, and it was several years before it came to anything. Above the fort, Ryan and Nye had this land, and below Mrs. Short, Duchenary, Mrs. Mellick, Petrain, Proulx, and Laframboise; these people cut large quantities of timothy hay on these lands, and sold in the summer for twenty-five dollars per ton, and in the winter at fifty dollars per ton; one winter, when snow was deep on the ground, it could not be bought for less than one hundred dollars per ton.

Int. 17.—What was done by the authorities of the county or the military authorities or any other Corporation or person in asserting authority over these lands, removing or destroying buildings upon them, and using them as their own?

Ans.—The County Commissioners of the County of Clarke sold town lots in the town of Vancouver, on the Short claim. I was near buying three or four lots myself. Captain Maxon was one of the County Commissioners at that time. The Catholic priest occupied the house built by the Company for him and the church which the Company erected. The houses of the Company, included within the military reserve or one mile square, were occupied many of them by the military authorities; for the larger buildings, I understood they paid rent; the smaller ones were

apparently occupied by quarter-masters' men and others; these smaller buildings disappeared from time to time; some openly cleared away, others burned, generally at night. The large barns, all but one, were burned before the Company left, and the jetty was taken down. After Mr. Grahame, the Company's officer, left, I saw the soldiers taking down the buildings inside the fort, though not all. The salmon store outside the fort also disappeared, and when I left, part of the stockades and a few buildings were still standing. Just before the Company left, the military took possession of the last field in which they grew their potatoes.

Int. 18.—How many men were employed in the saw mills when they were running, and about how much lumber did you cut during the year?

Ans.—When the mill was running pretty regularly, from thirty to forty men were employed on an average. The amount of lumber cut in a year was about one million eight hundred thousand feet. This is under the mark; no full account of the lumber was taken at the fort; they only credited the mill with what was sold; what they used was not taken account of.

Int. 19.—What, in your opinion, was the cost and value to the Company of those buildings and improvements you saw at Vancouver and its vicinity, on your return there, in 1849?

Ans.—The buildings, when I returned in 1849, were in thorough repair, and many of them almost new. I should estimate the Company's land, buildings, improvements, mills and privileges, at Vancouver and its neighbourhood, if they had the sole control and use of them, at not less than two millions of dollars.

Cross-examination.

Int. 1.—What wages were you paid as millwright before you left in 1843?

Ans.—One hundred pounds sterling per annum, board, house, and everything found. My wages continued the same up to 1862.

Int. 2.—Give the dimensions, as near as you can, of the grist mill built by you near Vancouver.

Ans.—It was 40 x 20 feet; its height I have already stated.

Int. 3.—How many men were engaged with you in building this mill, and how long were you employed at it?

Ans.—From eight to twenty men, as near as I can recollect ; we were engaged off and on for twelve months.

Int. 4.—What became of the machinery that was in the two mills near Vancouver ?

Ans.—It was taken by me after the Company left. I sold it, and put the money in my pocket.

Int. 5.—In what condition were the frames of these two mills when you left ?

Ans.—The old one was partly decayed in the sills ; the new one was in good condition.

Int. 6.—How nearly finished was the new grist mill of which you have spoken ?

Ans.—I should say it was about half prepared for the machinery.

Int. 7.—Did any of the Company's officers endeavour to get the machinery from these mills, or object to your taking it ?

Ans.—I was ordered, when the Company was leaving Vancouver, to send all their machinery to Vancouver from the mills ; I sent a large amount, but kept such of the machinery as had been fixed in the mill. The Company I do not think knew that I kept any.

Int. 8.—Did you send down any burrs ?

Ans.—I did not.

Int. 9.—Was not the saw mill, which was built by you before you left in 1843, in which was the gang of saws, pretty well worn out before the last saw mill was built ?

Ans.—After I came back in 1849, the gang mill was but little used ; I hardly know the reason, but suppose it was because it took too many men ; they were using the little mill which had been built in my absence. As I have before said, I afterwards built another saw mill, and the gang mill was not used after 1849 ; consequently was not much worn.

Int. 10.—Up to what time did the Company continue to use any of their saw mills ?

Ans.—Until 1856, when Taylor took possession, as I before stated.

Int. 11.—Did not the price of lumber decrease very rapidly after 1850 ?

Ans.—At one time in 1850 lumber was worth one hundred dollars per thousand feet ; it rapidly fell to fifty in the latter

part of the year. In after years I have sold lumber as low as twenty dollars per thousand; fifty dollars was the usual price at Vancouver for two or three years after 1850. It might have been for a short time down to twenty dollars, but came up again.

Int. 12.—How many men were employed with you in building the last saw mill, and how long were you at it?

Ans.—I had from eight to twelve men, and was between four and five months getting the mill running; I afterwards changed it from a single to a double motion, making it almost entirely over, which took me some three months.

Int. 13.—What were these saw mills worth altogether in 1856, when Taylor took possession of them?

Ans.—To the Company, I think, they were worth eighty thousand dollars, including water power, privileges of timber, and the necessary land; to a citizen desiring to purchase, I think, they would be worth forty thousand dollars; the reason I think they were worth more to the Company was that they had their own vessels, their own men, that they hired at less than ordinary wages, and used large quantities of lumber themselves.

Int. 14.—Were not the men who went every day from the saw mill to the island opposite for goose-grass also employed at other labor?

Ans.—They were not; that was their job. I think about twenty-four head of work oxen were kept at the mill.

Int. 15.—Is the island nearly opposite the fort, now known as Hayden's Island, what was formerly called Menzie's Island?

Ans.—I think it is the same.

Int. 16.—Was not the saw mill built by you in 1851-52 the only one used by the Company for some time before Taylor took possession?

Ans.—It was.

Int. 17.—Was the gang mill used for sawing lumber at any time after 1849; if so, how long?

Ans.—I don't recollect its being used at all.

Int. 18.—How many settlers do you remember being on the prairies or plains used by the Company, when you returned in 1849?

Ans.—I should think there were about twelve or fourteen; I do not think there were any more.

Int. 19.—Was not the Company in 1849 still in possession of all its buildings and enclosures on these plains?

Ans.—No, they were not, to the best of my belief; some settlers had taken a part on the fort plain, and were inside the fences, and also on the lower plain.

Int. 20.—Up to what time did the Company continue their dairy operations near Vancouver?

Ans.—I have no recollection of that, and cannot say.

Int. 21.—When you made roads about Vancouver, was anything more done than to cut a passage way through the timber for wagons?

Ans.—They were in the style of about the best Oregon roads.

Int. 22.—About how many miles of road in all were cut out by the Company?

Ans.—About forty miles, as near as I can remember.

Int. 23.—How long would it take to erect a building such as the Company had at Vancouver, 100 by 40 feet, and how many men would be engaged?

Ans.—I have seen, on such a building, from six to twenty men, for a period of nine months; this is to the best of my recollection.

Int. 24.—How long after you returned in 1849 was the re-building at Vancouver continued?

Ans.—I believe, as near as I can recollect, there were two buildings put up after I came back; one was a store, and one was a dwelling.

Int. 25.—Were not a number of the small buildings you have described outside of the fort, constructed of edged slabs from the saw-mill, with the flat side out, and had not many of them mud roofs?

Ans.—I don't know as there were any mud roofs; there were a few of edged slabs, and the rest were of frame or logs; this was in the small town I have before referred to.

Int. 26.—When you say some of these cabins were occupied by United States officers, do you mean that they used them as their residences? If so, state the names of the officers and how long they resided in them.

Ans.—I have seen both officers and men about some of these houses in the day time, whether they were permanently occupied by the officers or the men I could not say.

Int. 27.—Did any of the Company's officers make any effort to prevent you and other settlers from taking the lands upon which you settled?

Ans.—My claim included a small part of the Company's farm on the Mill Plain; until after the Company abandoned Vancouver, I was in its employ and pay. The Company had the use of part of the Mill Plain until about two years before leaving; they did not object to my occupying the land because they had the use of it, and I don't think they knew I claimed it; I had to live on the land to take care of the mills. I never sold any hay to the quartermaster off this land until the Company left. I cannot give the names of any persons except Taylor, that the Company tried to prevent settling; I have heard cases called in Court, however, in which I understood the Company was endeavouring to prevent others. I know of their giving verbal notice to many settlers, among whom I remember Ryan.

Int. 28.—About what proportion of the land from a mile above the saw-mill down the Columbia to the Cath-la-pootl, taking a strip ten miles wide, was plain or prairie, and what proportion timbered?

Ans.—I should think about half and half.

Int. 29.—What was average land unimproved worth in 1863, anywhere on this tract, more than two miles away from the town of Vancouver?

Ans.—From one dollar and a quarter to twenty dollars per acre, some more and some less.

Int. 30.—Which saw mill was it that Mr. Taylor used after he took possession; at what time did he sell, and what effort, if any, was made to eject his successor?

Ans.—It was the last mill built; he sold after the Company left; I don't know of any efforts to eject the man who bought him out, as the Company was not there.

Int. 31.—Was not the property which was occupied by the Catholic priest and Sisters of Charity, the same that was built for the priest by the Company?

Ans.—It was, with some additions made by themselves.

Int. 32.—How many barns were burned before the Company left Vancouver, and how many of the principal stores and dwellings?

Ans.—As far as I remember, two of the barns were burned, and

one left standing; I do not remember that any of the principal stores or dwellings were burned; most of the small houses outside were burned before that time.

Int. 33.—How many buildings were openly torn down or removed before the Company abandoned?

Ans.—I cannot tell how many.

Int. 34.—At what time were thirty to forty men employed about the saw-mill?

Ans.—Between 1841 and 1843. After I returned, about thirty men were engaged at times, but part of the time they were engaged on other jobs.

Int. 35.—At how much would you estimate the Company's property at Vancouver, supposing they had to pay taxes like other owners of property?

Ans.—About one million of dollars, which is half what I estimated the property if free from taxation, and under the sole control and use of the Company.

Int. 36.—Were not many of the settlers on the lands claimed by the Company, in the employ of the Company, or but lately discharged from it?

Ans.—There were a few who had been in the employ of the Company; I think not more than four or five, as near as I recollect; no one but myself was still in the employ of the Company.

Int. 37.—Taking Portland and other towns, and the business and commerce of the country as they were when you left Vancouver, at what sum would you value the Company's property as it then was, supposing they were liable to pay taxes as other property owners?

Ans.—It would be worth about seven hundred and fifty thousand dollars; this was when I left in 1863; I think it was worth more when the Company left, say one million of dollars.

Direct examination resumed.

Int. 1.—Were not these water powers you have spoken of better and more valuable than any other in that section of the country, from their freedom from freshets and back-water, and their proximity to the deep water of the Columbia River, and their situation?

Ans.—They were better and more valuable in my belief and judgment, on these accounts.

Int. 2.—Describe how near together the different water powers at the grist mill were, how adapted for milling purposes, and put an estimate upon them at the time you left.

Ans.—They were so situated that you could put a mill upon them every fifty yards, or use them all for one mill; they would all be included in half a mile distance. I cannot fix any value.

Cross-examination resumed.

Int. 1.—Did you ever hear of any particular boundaries or lines, natural or artificial, to the Company's lands or pasturage at Vancouver? if so, state when you first heard it.

Ans.—I always understood the Company claimed from the Prairie de Thé, ten or twelve miles above the saw mill, down below the Cath-la-pootl, near to the Cowlitz River, ten or twelve miles in width; I also understood it to include Sauvier Island, Hayden's or Menzies' Island, and the Saw Mill Island; I always understood this from my first coming into the country.

W. F. CRATE.

Victoria, Vancouver Island, 26th August, 1865.

Document A.

LIST OF POSTS AND ESTABLISHMENTS, with improvements, belonging to the Hudson's Bay Company in Oregon, south of the 49th parallel of latitude, at the date of the Treaty in 1846:

Post No. 1.—Fort Vancouver and its neighbourhood.

DWELLING HOUSES.

1 dwelling house,	170 × 30 feet, lined and ceiled.
1 " do.,	70 × 40 " "
1 " do.,	50 × 30 " "
2 " do.,	50 × 20 " "
2 " do.,	30 × 20 " "
1 " do.,	50 × 25 " "
1 " do., 30 × 21 feet, ceiled, adjoining the Catholic Church.	

1 new church,.....	83 × 36 feet.
2 " schoolhouses,.....	50 × 40 "
1 " office,.....	36 × 30 "
1 old do.,.....	30 × 30 "
1 kitchen,.....	60 × 24 "
1 bakehouse,.....	40 × 25 "
1 prison,.....	21 × 21 "
1 hospital,.....	32 × 22 "

STORES.

1 store No. 1,.....	86 × 40 feet.
1 " 2,.....	90 × 40 "
1 do. 3,.....	100 × 40 "
1 do. 4,.....	100 × 40 "
1 salmon store,.....	100 × 40 "
1 receiving do,.....	32 × 24 "
1 beef store,.....	75 × 30 "
1 salt do.,.....	27 × 12 "
1 iron do.,.....	40 × 30 "
1 granary,.....	50 × 40 "

WORK SHOPS.

1 blacksmith's forge,.....	45 × 30 feet.
1 carpenter's shop,.....	40 × 20 "
1 cooper's do.,.....	70 × 30 "
1 distillery,.....	132 × 18 "
1 corn kiln,.....	18 × 18 "
1 saddler's shop,.....	40 × 25 "
1 Indian trading shop,.....	80 × 30 "
1 powder magazine,.....	18 × 18 "
1 well house,.....	24 × 18 "

OUTBUILDINGS.

1 boat shed,.....	100 × 24 feet.
1 " do.,.....	90 × 30 "
1 barn,.....	120 × 30 "
2 do.,.....	100 × 30 "
1 stable,.....	105 × 20 "
1 ox byre,.....	40 × 25 "
1 pig sty,.....	40 × 20 "
3 root houses,.....	60 × 20 "
1 block house, Fort stockades,.....	750 × 330 "

Lower Plain.

3 houses,.....	each	20 × 18 feet.
1 dairy,.....		20 × 18 "
1 barn,.....		100 × 20 "
1 piggery,.....		60 × 18 "

Mill Plain.

FARM BUILDINGS.

1 house,.....		26 × 21 feet.
1 store,.....		20 × 40 "
1 stable,.....		50 × 20 "
1 barn, No. 1,.....		108 × 32 "
1 do., " 2,.....		150 × 19 "
1 do., " 3,.....		130 × 18 "
1 do., " 4,.....		117 × 21 "
1 do., " 5,.....		144 × 18 "
1 do., " 6,.....		150 × 21 "
1 do., " 7,.....		141 × 21 "
2 shepherd's huts.		
2 side fences,.....	each	3,626 = 7,252 yards.
8 cross do.,.....	"	952 = 7,616 "
2 side fences of stable fields,...	"	294 = 588 "
2 end do. " do ...	"	46 = 92 "
7 barn do.	"	135 = 945 "
5 sheep parks,.....	"	85 = 425 "
Total,.....		<u>16,918 yards.</u>

Total length of fencing 9 miles, 4 furlongs, 16 perches, say.....	=	46 $\frac{116}{1000}$ M f rails.
Fencing adjoining the fort,.....		8,362 yards.
Do. on the dairy plain,.....		2,169 "
Do. of potato fields below dairy,		1,090 "
Total,.....		<u>11,621 yards, say</u>
		44 $\frac{41}{1000}$ M fence rails.
		46 $\frac{116}{1000}$ M " " as above.
In all,.....		<u>90 $\frac{157}{1000}$ M fence rails.</u>

LAND ENCLOSED.

On the Mill Plain,.....	963 acres.
Adjoining Fort Vancouver,.....	457 "
Total land enclosed.....	1,420 acres.

SAW MILLS.

1 substantially built saw mill, 91 × 30 ft., and capable of working a gang of 11 saws, with an overshot wheel of 16 feet diameter.	
1 new single saw mill, 60 × 19½ ft., cistern 16 feet long, 8 feet square.	
1 new dwelling house, lined and ceiled,.....	33 × 27 feet.
1 new lumber shed,.....	45 × 23½ "
1 " ox do.,	34 × 29 "
1 " store,.....	30 × 18 "
Men's houses, forge, &c.	
1 new stable,	30 × 18 "

FLOUR MILLS.

1 flour mill, 40 × 20 feet, 3 floors, with 2 pairs of stones; a wire machine for dressing flour, with every other convenience.	
1 new flour mill,.....	60 × 40 feet.

ON SAUVIES ISLAND.

2 dwelling houses,.....	each	30 × 20 feet.
2 " do.,	"	18 × 18 "
2 dairies,.....	"	30 × 20 "
2 do.,	"	18 × 18 "
1 granary.....		30 × 20 "

Post No. 2.—Champoeg.

1 dwelling house.
1 granary.
Outbuildings.
Lots of land.

Post No. 3.—Coweeman (mouth of Cowelitz River).

1 dwelling house,.....	50 × 40 feet.
1 granary.....	50 × 40 "

Post No. 4.—Fort George (Astoria).

1 dwelling house,.....	50 × 20 feet.
1 " do.,	30 × 20 "
1 " do.,	30 × 20 "
1 store,.....	30 × 20 "
2 acres of land under cultivation	
2 M. fence rails.	

Post No. 5.—Umpqua River.

1 dwelling house,.....	40 × 30 feet.
1 " do.,	40 × 20 "
1 range of stores,.....	40 × 20 "
Stockades, 12 feet high,.....	90 feet square
1 barn,.....	45 × 30 feet.
1 stable.....	30 × 20 "
Other outbuildings for stock.	
80 acres of land under cultivation.	
2324 yds. fencing, 11 $\frac{620}{1000}$ M rails.	

Post No. 6.—Fort Nez-Percés, commonly called Walla-Walla.

1 dwelling house,.....	38 × 28 feet.
1 range of houses, occupied by the men of the establishment,.....	46 × 18 "
1 dwelling house,.....	17 × 18 "
1 range of stores,.....	46 × 21 "
1 " do.,	40 × 13 "
1 powder magazine,.....	7 × 10 "
1 pigeon house,	9 × 7 "
1 poultry do.,	10 × 9 "
2 bastions, 2 stories high.....	16 × 16 "
Wall of the fort, 12 feet high, and 1 $\frac{1}{2}$ feet in thickness; length, 113 × 113 feet; stone foundation.	

OUTBUILDINGS.

1 stable,.....	33 × 18 feet.
1 house,.....	14 × 10 " for smoking meat.
1 root house,.....	20 × 15 "
1 pig sty,.....	30 × 16 "
1 horse park.....	50 × 54 " 6 feet high.

FARM.

1 dwelling house,.....	20 × 15 feet.
1 dairy, built of hewn logs.....	20 × 15 “
7 M fence rails.	
30 acres cultivated land.	

Post No. 7.—Fort Hall.

1 two-story adobe dwelling house,.....	22 × 12 feet.
1 do. do. store,.....	44 × 12 “
1 range of adobe buildings,.....	47 × 10 “
viz. : 2 dwelling houses, and meat store.	
1 range of adobe buildings,.....	36 × 10 “
viz. : 2 dwelling houses, and 1 blacksmith's shop.	
1 range of adobe buildings,.....	57 × 10 “
viz. : 2 dwelling houses, a milk house, and lumber room.	
2 two-story bastions, one.....	10 × 10 “
the other.....	8 × 8 “
1 two-story building,.....	12 × 12 “
store house, &c.	
Wall of the fort, 13 feet high by 19 in. thick ;	
length,.....	100 × 80 ft.
1 dwelling house,.....	35 × 10 ft.
1 horse yard or park,.....	130 × 60 “
wall enclosing the same 6 feet high by 19 ins. thick.	
1 do. do.,.....	165 × 130 ft.
wall enclosing the same 5 ft. high by 19 ins. thick.	

Post No. 8.—Fort Boisé.

1 adobe built dwelling house,.....	42 × 15 feet.
1 do. do. Indian do.,.....	15 × 10 “
1 range adobe built dwelling houses, 3 in number,.....	47 × 10 “
1 building, a kitchen,.....	12 × 10 “
1 do., a milk house,.....	12 × 8 “
2 two-story bastions, each,.....	12 × 12 “
about 400 feet adobe wall enclosing the establish- ment, height $12\frac{1}{2}$ ft. × $1\frac{1}{2}$ ft. thick.	
A horse park or yard,.....	90 × 80 “
enclosed by adobe wall 7 feet high by $1\frac{1}{2}$ ft. thick.	

Fort No. 9.—Okanagan.

1 dwelling house,.....	38 × 22 feet.
“ do.,	22 × 22 “
1 range of stores,.....	38 × 22 “
1 kitchen,.....	12 × 10 “
1 dairy,.....	12 × 10 “
2 bastions,	each 12 × 12 “
Stockades,.....	102 × 90 “
12 feet high.	

OUTBUILDINGS.

1 cow house,.....	12 × 18 feet.
1 boat shed,.....	62 × 18 “
1 pig sty,.....	12 × 18 “
1 horse park.	
4 acres of land under cultivation.	

Post No. 10.—Colville.

1 range of stores,.....	60 × 25 feet.
1 “ do.,	50 × 21 “
1 store, unfinished,.....	40 × 22 “
1 dwelling house,.....	50 × 24 “
1 “ do.,	24 × 18 “
1 range of officers' houses,.....	60 × 18 “
1 “ “ men's do.,	50 × 18 “
1 house, Indian hall,.....	16 × 16 “
1 kitchen,.....	27 × 16 “
1 blacksmith's shop,.....	17 × 13 “
1 carpenter's do.,	30 × 17 “
1 meat house and ice cellar,.....	20 × 16 “
1 bakehouse and oven,.....	15 × 15 “
1 poultry house,.....	20 × 13 “
1 pigeon house,.....	9 × 9 “
1 root house,.....	40 × 20 “
Pigs, houses,.....	60 × 15 “
1 stable,.....	17 × 13 “
1 barn,.....	50 × 25 “
2 byres,.....	each 65 × 20 “
Horse yard,.....	127 × 87 “
and 6 feet high; solid logs.	

Barn yard.....	81 × 60	ft.
Cattle do.,	84 × 33	“
1 bastion,.....	12 × 12	“
Stockades, 208 feet square, 14 feet high.		
18 M fence poles.		
340 acres cultivated land. 1 flour mill complete, with 1 pair stones and bolting machine,.....	30 × 20	“

FARM AT THE WHITE MUD.

1 dwelling house,.....	16 × 16	ft.
1 barn,.....	30 × 20	“
1 stable,.....	20 × 15	“
1 store,.....	15 × 12	“
1 pig house,.....	8 × 8	“
2½ M fence poles.		
30 acres cultivated land.		

Post No. 11.—Kootanais.

1 dwelling house,.....	18 × 15	feet.
1 “ do.,	15 × 13	“
1 “ do.,	12 × 10	“
1 store,.....	20 × 20	“

Post No. 12.—Flatheads.

1 dwelling house,.....	18 × 15	feet.
1 do. do.,	25 × 15	“
1 store,.....	30 × 15	“
1 horse yard,.....	80 × 60	“

DEPOSITION of *William Anderson*, a witness produced on the part, and in behalf of the Hudson's Bay Company, who, being duly sworn, deposeth and saith as follows :

Int. 1.—What is your name, age, present residence, and occupation ?

Ans.—My name is William Anderson, residence at Lac La Hache, in British Columbia ; occupation, farmer, and my age is forty.

Int. 2.—Were you at the Company's post at Fort Walla-Walla

some time about the years 1857 and 1858? If so, state when you were there, how long you remained, under what circumstances you went there, and in what capacity, who was in possession of the fort, and how the fort and landing were controlled.

Ans.—I went up there early in the spring of 1857, as agent for a boat Transportation Company, engaged in freighting goods between the Des Chutes and the fort, for the quartermaster of the United States army; I made several trips in charge of the boats, and in the summer stopped at the fort landing as agent for the Transportation Company until December, 1858. The fort was occupied by the troops of the United States from the time I first visited there until the time I finally left; they would not allow any civilian inside of the fort, except some one in the employ of the military. I was not allowed to stop in the fort, but being agent for the Transportation Company, bringing up quartermaster's stores, and having to turn it over, I was allowed to stop outside the fort; I built a building myself, of adobes, most of which I had made; a few that were used were old ones thrown out from the fort as useless. Colonel Steptoe was in command at the new fort of Walla-Walla, some twenty-five miles off, for a part of the time I was there. The military occupied the landing, and civilians were not allowed to stop there, though they were not prevented from landing.

Int. 3.—Was there any lumber used in finishing your house? If so, where did you get it from, and what was it worth delivered at the fort.

Ans.—I used lumber brought up from the Des Chutes; the Transportation Company brought it up for me at half price; it cost me a hundred dollars per thousand. The boat Transportation Company would deliver lumber there for two hundred dollars per thousand, but they did not like to do it, as it interfered with their freight, for which they received eighty dollars per ton.

Int. 4.—How many officers and soldiers were there generally at the fort?

Ans.—Generally there were sixteen soldiers under the command of a non-commissioned officer; at one time Lieutenant Wheeler was there in command of part of a company of dragoons; another commissioned officer relieved him, whose name I do not recollect. When a non-commissioned officer was in command, there were two there, a sergeant and a corporal.

Int. 5.—Were you at Fort Colvile in 1856? If so, state what you did for the Company's officer in charge there, in full.

Ans.—I went to the Pend'Oreilles mines in the summer of 1855, and was off and on at Colvile; and in the summer of 1856, at the request of Mr. Macdonald; the Company's officer in charge of the fort, I went down in charge of two boats to the depot at Vancouver, for supplies of goods for that post; I got the goods, and returned to Colvile. I got back the same summer, but cannot say exactly how long I was occupied. The boats would carry from four to five tons.

Int. 6.—What, in your opinion, would be a proper value upon the landing at Fort Walla-Walla, and the land around for half a mile square, to any person who owned it, and could control and use it, at the time you were there?

Ans.—We always used to consider that the half mile square, which would be a one hundred and sixty acre claim, would be worth from forty to fifty thousand dollars.

Cross-examination.

Int. 1.—What extent of the landing at Walla-Walla was used by the military when you were there?

Ans.—On account of the war with the Indians then progressing, no civilians were allowed to go into the country above Walla-Walla to reside, except with the special permission of the military, for the purpose of raising supplies for them. They used the whole of the landing, such as it was, for about four hundred yards. The Indian war was closed about the latter part of the summer of 1858. I left in December of the same year.

Int. 2.—When you went with the boats from Colvile, did you carry any furs down?

Ans.—No. Mr. Macdonald was afraid to send them, until he knew how the Indians would act.

Int. 3.—Do you not know that the principal supplies for Colvile, for years before the time you were there, were obtained from Fort Langley, and that the returns of furs were made to the same place?

Ans.—I was in no way connected with the Company's business; it was my impression, from what I had heard, that after the United

States began to charge duties upon the importations of the Company, they changed their principal depot from Vancouver to some place in the British possessions. I cannot say from whom I obtained this impression, but I was well acquainted with a number of the Company's men.

(Objected to by the Counsel for the Hudson's Bay Company, on the grounds that the last statement was hearsay and rumour.)

Direct examination resumed.

Int. 1.—Was not the war which you have mentioned as then progressing with the Indians, carried on to the north of the Snake River, and near the Spokane country, some two hundred or three hundred miles away from Walla-Walla?

Ans.—The war was scattered all over the country north of the Snake River, from the Isle de Pierre to the Okanagan and “Cœur d'Alène” country.

Int. 2.—Were not the civilians you spoke of settled as farmers in what is called the valley of the Walla-Walla?

Ans.—Yes they were, near the present Fort Walla-Walla, the military post.

Int. 3.—Do you know anything whatever about the supplies for Colville, except the summer you had charge of the boats?

Ans.—No; I had nothing to do with the Company, and know nothing about their business, further than going down with the boats at that time.

Int. 4.—Is the impression that you have mentioned with reference to change of principal depot, caused by any statement made to you by any officer of the Company, whose position would lead him to know as to the facts you have mentioned?

Ans.—I have no recollection of how or from whom I received the impression.

WILLIAM ANDERSON.

Victoria, V. I., August 26th, 1865.

M. T. Simmons, who being duly sworn, deposeth and saith as follows:

Int. 1.—What is your name, age, residence, former and present occupation, and of what country are you a citizen?

Ans.—My name is M. T. Simmons, age 51 years. I reside in Mason County, Washington Territory; my occupation is that of farmer. I came to Puget Sound in August, 1845, and commenced farming, and afterwards built a grist mill and saw mill at Tum-Water, near Olympia. I also merchandized, and was interested in shipping. I was appointed Indian agent in 1853, and served in that capacity for seven years and some months. In the summer of 1849, I represented in the Oregon Legislature, Lewis County, which comprised what is now called Washington Territory. I am a citizen of the United States, born in Kentucky. I have never been directly or indirectly interested in the Hudson's Bay Company.

Int. 2.—Are you acquainted with the posts of the Hudson's Bay Company in the Snake country, on the Columbia River, and at the mouth of the Cowelitz River? and if so, say when you first saw them, and under what circumstances.

Ans.—I am acquainted with the posts of the Hudson's Bay Company in the Snake country, namely, Forts Hall and Boisé; on the Columbia River, Fort Walla-Walla, and Fort Vancouver, and a fort or station at the mouth of the Cowlitz. I saw all these posts in 1844, on my way into Oregon across the plains. On arriving at Vancouver, I remained there about six weeks, and visited and made myself acquainted with the country around, and I then, amongst other places, visited the station at the mouth of the Cowlitz River.

Int. 3.—Give, if you can, a general description of Fort Hall in the autumn of 1844, its buildings, locality, with the character of the soil, and country around, number of horses and cattle, if any, the purpose for which it was used, the amount of business done there, and with whom, the value of the post, and the name of the officer in charge.

Ans.—The fort consisted of about half an acre of land, enclosed with adobe bricks, and inside the walls were the dwellings of the officers and servants, and stores for the purposes of trade. It was situated on the south bank of the Snake River. Outside the fort there were corrals constructed of wood; the buildings inside of the walls were also constructed of wood. I consider the soil was good, and capable of producing anything the climate would admit of, by means of irrigation. About three miles before we got to the post,

we saw considerable bands of cattle and horses belonging to the Company. The lands appeared to be used for pasturage of their horses and cattle. The business at the fort seemed to be a trading post for furs, business with the Indians, and fitting out parties for trapping, and emigrants. There seemed to be a great deal of business done there; a great many people were there at that time. With the benefit of the trade I should consider it worth eighty or ninety thousand dollars in 1844. The officer then in charge was called Captain Grant.

Int.—Give, if you can, a general description of Fort Boisé in the autumn of 1844, its buildings, locality, with the character of the soil and country around, number of cattle and horses, if any, value of the post, and name of the officer in charge.

Ans.—Fort Boisé was similar to Fort Hall, but on a smaller scale; the walls were of adobe bricks, and the buildings inside of wood, and contained the usual stores, warehouses, and dwellings for officers and servants; situated on the north bank of the Snake River, and a very short distance from the river. The bottom land I should consider better than the land about Fort Hall, and by means of irrigation capable of producing anything the climate would admit of. The table lands were not so good. The same remark applies generally to the land about that part of the country. I saw a small band of horses, say forty or fifty head. The land was used for pasturage, and there was a small garden. I cannot say whether there were or were not any cattle there. It appeared that the same kind of business was conducted at this post as at Fort Hall. I should estimate the value of this post in 1844 at twenty or thirty thousand dollars. I think the name of the officer in charge was Mr. Craigie.

Int. 5.—Give, if you can, a general description of Fort Nez-Percés, or Walla-Walla, in the autumn of 1844; its buildings, locality, with the character of the soil, number of cattle and horses, if any, value of the post, and name of the officer in charge.

Ans.—It was built in the same manner as Fort Hall, but on a larger scale, and the buildings inside were of a better description, and larger; it is situated on the south side of the Columbia River, on the bank close to the river. The land in the immediate vicinity of the fort was sandy; above, on the Walla-Walla River, there

were bottoms of very good land. I saw large bands of horses there, but don't remember having seen any cattle. I don't know how many of these horses belonged to the Company, as the Indians kept large bands in the same vicinity. There seemed to be a great deal of business transacted at this post; the buildings were in a complete state, and the fort had every accommodation for the business carried on. It appeared to be the depot for the Snake country. I should consider it worth one hundred thousand dollars at least; Mr. McKinlay was the officer in charge.

Int. 6.—State when you first settled on the Columbia River; how far from the Company's Fort at Vancouver, and how long you remained there, and if, during that time, you visited the Company's post at Vancouver, and became acquainted with the Company's lands, farms, mills, dairies, and other improvements around the establishment of one kind and the other.

Ans.—I first settled on the Columbia River, in the fall of 1844, about twelve miles above the Company's post, and remained there about eight months; and during that time I often visited the post of Vancouver, and made myself acquainted with the Company's land and property there. They had three farms under cultivation, and fenced in; there had been a fourth, but the fences and barns had been burnt up in 1844. There was also a saw mill and flour mill, and three dairies and a fishery about six miles below the fort.

Int. 7.—Describe as near as you can the main post at Vancouver and its surrounding buildings, in 1845, or about the time you left that section of country; and what other buildings of any kind you recollect used and occupied by the Company near that fort and the different kinds of business carried on there.

Ans.—The post consisted of a little over four acres of land picketed in, with many and large buildings on the sides inside of the fort; these buildings were stores, warehouses and residences for the officers, and a large building in the centre used as offices. There were also a great many buildings outside used by the servants, and a hospital on the bank of the river, and a church, and it appeared a lively little town. It was a general depot and trading post for all of the Company's business west of the Rocky Mountains.

Int. 8.—State, if you can, what stock the Company had around

Vancouver, the range they usually pastured or occupied generally, the number of dairies, milch cows, &c.

Ans.—They had large quantities of horses, cattle and sheep; they ranged from Prairie de Thé above the fort, down below the fort to the Cath-la-pootl, a distance of from twenty-five to thirty miles. The biggest portion of it is good pasture land. From the fort to the Cath-la-pootl and above the fort it is not so good. There were three dairies; I cannot say whether there were any more. There were a great many milch cows, but I cannot say how many.

Int. 9.—State, if you can, the quantity of farming land occupied by the Company, its situation, its then condition, and the general quality of the soil, and is the land suitable for farming purposes at and around Fort Vancouver.

Ans.—I cannot state the exact quantity of farming land occupied by the Company there; altogether they had four farms under cultivation. The farm at the Mill Plain, about six miles above the fort, was a large farm with good farm buildings, and under good cultivation; the soil is clay and gravel mixed. I consider it good wheat land, and for general farming purposes. The next farm was adjoining the fort, and laid down principally in timothy; this also was a large farm, but cannot say the size; a portion of it was river bottom. The buildings for this farm were outside the fort. The soil was of good description, and of much the same character as the other. The third farm was below the fort; that also was a large farm, but I cannot say the size, with good and sufficient farm buildings. I think that the soil here was of better description than either of the other farms. All of these farms were well fenced in and well farmed. I should consider all of the land in the neighbourhood of the fort, suitable for farming purposes, although the whole of the timber land might not have been so good for farming as the prairies, on which the farms above described were situated. The fourth farm was then unenclosed, the fences and buildings having then been recently destroyed by fire. This also was a pretty good sized farm.

Int. 10.—In what state of improvement was the land claim of the Company at Vancouver, as regards fencing, roads and bridges?

Ans.—The fencing was all in good order; the roads were good from the fort to each of the farms; they were good wagon roads.

I did not see any bridges, as none were necessary. There were no streams to cross between the fort and the farms.

Int. 11.—State if you are acquainted with water power for milling purposes and with the streams, in the neighbourhood of Vancouver, on which the Company's mills were situated when you were there ; if so, state the amount of power in each stream, and their advantages over others.

Ans.—I am acquainted with water power for milling purposes, and with the two streams in the neighbourhood of Vancouver, on which the Company's two mills were situated. On the stream on which the flour mill was situated there was sufficient power to run two run of burrs, and the accompanying machinery. I could not say whether there was any waste of water or not. The stream on which the saw-mill was situated had sufficient power to drive two gangs of saws, one of nine, and the other of two, but I cannot say whether there was any waste water or not. The streams are not liable to freshets, and being situated immediately on the bank of the Columbia River, the grain and logs could be imported, and the flour and lumber exported by means of the river.

Int. 12.—What value would you place upon the improvements of the Company at Fort Vancouver, and its neighbourhood, including houses, stores, barns, mills and dairies, when you were there in 1845 ?

Ans.—I should consider that the improvements cost one million of dollars. I consider they were worth as much as they cost ; and had they been my property, I would not have taken that for them.

Int. 13.—What value would you put on the whole of the Company's land claim at Vancouver at that period, say with a frontage of twenty-five miles on the Columbia River, commencing at a mile or two above the saw-mill, and down to the mouth of the Cath-la-pootl River, and running back a distance of ten miles from its frontage ?

Ans.—If it were mine I would not take less than fifteen dollars an acre for the whole tract, at this time, but in 1845 I should not consider it worth so much as it is now, by five dollars an acre.

Int. 14.—What value would you put upon the same claim to-day, with a good title and the same condition as everything was in 1845 ?

Ans.—I consider I have answered this question in the first part of my answer to question number thirteen.

Int. 15.—What do you consider the open land at Fort Vancouver and its neighbourhood, that is not subject to overflow during the summer freshets of the Columbia River, to be worth per acre this day?

Ans.—I consider the richest of that land worth fifty dollars per acre. I consider a good farmer could make that out of it in two years: I mean could raise grain to that value in that time, and I should consider the rest of the open land worth from twenty-five to thirty dollars an acre.

Int. 16.—Describe the post and buildings of the Hudson's Bay Company at the mouth of the Cowlitz River known as Coweeman, in 1845, what they were used for, and the value.

Ans.—There were two large granaries and a dwelling house on the west side; on the east side there was a dwelling house and small farm fenced and under cultivation. The granaries were used for the collection of grain brought down the Cowlitz River, to be shipped from thence to the mill. The improvements on both sides of the river I should consider to be worth from three to four thousand dollars.

Int. 17.—State in what manner the Indians from Fort Hall to the end of your journey treated you, and to what influence you ascribe that treatment.

Ans.—The Indians were very friendly, and treated us very well all the way from Fort Hall to Vancouver, and I attribute that treatment to the influence of the Hudson's Bay Company.

Int. 18.—What, if any assistance, was afforded to you personally, and to other emigrants in the way of boats to come down the Columbia River, with goods, provisions, grain for sowing, employment, &c., in 1844?

Ans.—I was loaned a batteau to bring my family down the river free of charge, and the Company treated other emigrants in the same manner; they let us have provisions, seed grain and breeding pigs; they also gave us employment, getting saw logs, making shingles and staves to pay for what we got.

Cross-examination.

Int. 1.—Are you the same M. T. Simmons who was examined as a witness for the Puget Sound Company?

Ans.—I am.

Int. 2.—Can you read or write anything more than your name?

Ans.—Very little.

Int. 3.—How many white inhabitants were there in Lewis County when you represented it in 1849?

Ans.—I think there were about two hundred voters in the territory.

Int. 4.—How long were you at Fort Hall when you passed there in 1844?

Ans.—I was there one day.

Int. 5.—Is not the country generally about Fort Hall; except in the immediate vicinity of the river, full of sage-brush, sand and alkali?

Ans.—Pretty generally, all except the river bottoms and small streams.

Int. 6.—Would not the irrigation of the land prove very expensive in that section?

Ans.—Some very expensive and some very easily irrigated.

Int. 7.—About how many persons, besides the emigrants, did you see at Fort Hall purchasing supplies in 1844?

Ans.—I think between twenty and thirty; there were four parties of six or seven men each.

Int. 8.—Were not these parties independent traders, not in the Company's service?

Ans.—They were, but obtained their supplies from and sold their furs to the Company.

Int. 9.—Is not your estimate of the value of Fort Hall made with reference to the business of the Company, as arranged at the time you were there, and not the value of the buildings for any purposes outside of such trade?

Ans.—It is.

Int. 10.—Give, as near as you can, a statement of the size and probable cost of the largest building you remember at Fort Hall.

Ans.—I would think the largest building was about forty feet square and one story high. I cannot give any estimate of its cost; it must have been however, considerable, as the timber had to be brought from the mountains.

Int. 11.—Suppose that post was deserted in 1856, and left unoccupied to go to ruin, how much do you think it would be worth at any time since 1863?

Ans.—I think it would be worth a great deal of money to any one wishing to go there to swindle the emigrants. It would be worth a good deal to an honest man.

Int. 12.—Is not the country about Fort Boisé of about the same description as that near Fort Hall, except the immediate river bottoms?

Ans.—I think it is.

Int. 13.—How far from Fort Walla-Walla up the Walla-Walla River is the first arable land where the Company had a garden?

Ans.—The first land that was fit for cultivation was a mile or two above the fort.

Int. 14.—Is not the country for miles above and below Walla-Walla, and extending backward from the Columbia, from one to five miles, almost pure sand; and did not you say when you saw it in 1844, that it was the most God-forsaken country you had ever seen?

(Objected to by Counsel for the Hudson's Bay Company, on the ground that it is not stated to whom the remark was made.)

Ans.—As far as I could see above the fort, and on the trail we went below, it was a very sandy broken country. I did say it was a God-forsaken country, and say so yet.

Int. 15.—How long were you at Walla-Walla?

Ans.—I was there about half a day.

Int. 16.—Is not your estimate of the value of Walla-Walla made upon the same basis as you have stated in reference to Fort Hall?

Ans.—It is.

Int. 17.—Have you been at Fort Hall, Boisé, or Walla-Walla, since 1844?

Ans.—I have not.

Int. 18.—While you were at Vancouver, was any attempt made to renew the improvements which were burnt, on the farm, back of the fort?

Ans.—None that I know of.

Int. 19.—Was not a large barn burnt about the same time, near the post, endangering the whole establishment?

Ans.—There was, as I was told by the agent in charge.

Int. 20.—Give an estimate of the size and cost of the largest building you saw at Vancouver?

Ans.—I think the largest one must have been at least one hundred feet long and from forty to fifty feet wide, two stories high, [and] having been built in the Canadian or French style, must have been very costly. I think a building of the same size and calculated for the same purpose, constructed in the American style, would cost now about two thousand dollars; as carpenter's wages were higher in 1846, its cost then would have been greater.

Int. 21.—How long is it since you were at Vancouver, and how frequently have you been there since 1845?

Ans.—I was at Vancouver about once a year until 1850; since then I have passed there several times, but never remained more than a few minutes. I have not been there at all since 1860.

Int. 22.—Was not the lively little town you have spoken of as being at Vancouver, in 1844, composed chiefly of Indians, Kanakas and half breeds, and were not their huts outside the fort generally made of slabs?

Ans.—The village was occupied by Scotchmen, Canadians, Kanakas, and half breeds. The Indians were to themselves, a little lower down the river. A good many of the huts were made of slabs rebated in the French style; some had two and some had three rooms.

Int. 23.—Do you know anything about the market value of lands in the neighbourhood of Vancouver, for the last five to eight years?

Ans.—I do not.

Int. 24.—How many bushels of wheat do you think can be annually produced per acre, on the richest fifty acres, in the tract you have described as claimed by the Company?

Ans.—I think forty or fifty bushels.

Int. 25.—What has been the average price of wheat in Oregon and Washington Territory for the last five years?

Ans.—About one dollar and a quarter in Washington Territory. In Oregon it has been cheaper.

Int. 26.—Do you think you can take one thousand acres of the richest land claimed by the Company at Vancouver, and make twenty-five thousand dollars a year in farming?

Ans.—I think I can produce that value in wheat and other grain.

Int. 27.—Do you not know of many thousand acres of as good timber land as there is on the Company's claim near Vancouver,

which is subject to preemption or sale at Government price, which is still unoccupied and unclaimed?

Ans.—I do; part of it is unsurveyed and part surveyed.

Int. 28.—Has not the price of land in Washington Territory and Oregon tended downward as a general thing, for the last four or five years?

Ans.—I don't know.

Int. 29.—When did you last see the Company's post at the mouth of the Cowlitz?

Ans.—In July, 1861.

Int. 30.—Describe its condition at that time, how it was occupied, and state the value of the buildings, if any remained.

Ans.—I think there was only one granary, which then remained standing. I was not immediately at it, and cannot estimate its value.

Int. 31.—Did not other persons besides the Company have trading posts, trapping parties, and missionary stations, in the section of country about Fort Hall, and between there and Vancouver?

Ans.—There was Fort Bridger, on the other side of Fort Hall, on the waters of Green River; there were parties of American trappers pursuing their business all over that country. There were a number of missionary stations, I was told, in that country, of Catholics and Protestants, and I knew of two myself.

Int. 32.—Do you not know that the Nez-Percés Indians, who were under the influence of Messrs. Spalding and Eels, American missionaries, have always remained friendly, while the Walla-Wallas, Spokaues, Snake and Digger Indians, who were more immediately in the vicinity of the Company's posts, have been at different times at war with the whites, and engaged in the massacre of emigrants?

Ans.—I know that the Nez-Percés have always been friendly, but whether under the influence of the missionaries named, or not, I cannot say. Mr. Craig, an American trapper, also lived among them a great many years, and some Canadians up there had farms. The other Indians named have been at war with the whites from time to time.

Direct examination resumed.

Int. 1.—With reference to Fort Vancouver, when you state that

a two story building, 100 × 40 feet, constructed on the American principle, could be erected at a cost of two thousand dollars, do you refer to frame or balloon buildings, and would such a building be capable of receiving and supporting say five hundred or six hundred tons of blankets, in the upper story?

Ans.—I refer to balloon buildings, and such a one would not be capable of receiving and supporting five or six hundred tons of blankets, in the upper story.

Cross-examination resumed.

Int. 1.—How much extra cost would be made in bracing and supporting a rough building, constructed on the American plan, to answer the same purposes of trade, as the building you have referred to, as belonging to the Company at Vancouver?

Ans.—It would cost at least as much again.

Int. 2.—Would not the fact that the country is settled by whites, and the Indians gathered on reservations under the usual policy of the United States, greatly detract from the value of the Company's posts for the fur trade?

Ans.—I think it would, and has.

M. T. SIMMONS.

Victoria, Vancouver Island, 12th Sept., 1865.

James Tilton, being duly sworn, deposes and saith as follows:

Int. 1.—What is your name, age, residence, occupation, and citizenship?

Ans.—My name is James Tilton, age 46 years; I reside in Olympia, Washington Territory; my profession is civil engineer; I was Surveyor General of Washington Territory from the time of its organization till September, 1861; I am now Territorial Treasurer, and am a native born American citizen.

Int. 2.—Are you acquainted with the Hudson's Bay Company's land claim in Clarke County, W. T.?

Ans.—I am.

Int. 3.—State what knowledge, if any, you gained of this claim, while performing your duties as Surveyor General of Washington Territory.

Ans.—Among papers transferred to me from the Surveyor General's Office of Oregon, were certain township maps, exhibiting surveys closing upon lands claimed by the Hudson's Bay Company; also the correspondence between the Surveyor General of Oregon, and the officers in charge of the Company's post at Vancouver, on the subject of this land claim. I called the attention of the Commissioner of the General Land Office in Washington, to the subject, and received instructions in 1859 to subdivide the lands up to the enclosures as they existed in 1846. I called upon the officer in charge for the necessary information, and upon his protesting against any surveys being made within their alleged limits, I instructed the deputy surveyors to proceed with their surveys, and define such enclosures as they existed in 1846, from any sources of information at their command. The result was that all the lands were subdivided as public lands. In 1859 I visited the town of Vancouver, to hear and determine a contest between the town site, the Catholic mission, the military reservation, and the donation claim of Amos Short's heirs. On this occasion I became familiar with the locality and character of the land about the town of Vancouver.

Int. 4.—What would be the present value per acre of three miles deep of the lands lying on the Columbia River, between the mouth of the Cath-la-pootl River and a point on the bank of the Columbia River, eight miles above the military reservation at Vancouver?

Ans.—I should say from eight to twelve dollars per acre; say, on an average, it would be worth ten dollars an acre.

Int. 5.—Are you acquainted with the point of land at the mouth of the Columbia River, called Cape Disappointment, and the lands lying immediately back of it, for one and a half miles? If so, state the value of this land for public purposes.

(Objected to by Counsel for United States, as immaterial and irrelevant.)

Ans.—I have seen the land in question several times from the deck of a steamer passing in or out of the Columbia River, and have had, in my capacity of Surveyor General, correspondence relative to a light house reserve, a donation claim by Elijah White, including the site of Pacific City, on Baker's Bay, and am familiar with the relation it bears to the entrance of the Columbia. There

is also a military reservation there. I consider the occupation of it as indispensable for military and commercial purposes, and if it were mine, I would ask twenty-five thousand dollars for it, and consider it worth infinitely more than that sum to the Government, as being indispensable for public purposes.

Cross-examination.

Int. 1.—How far down the river were you from Vancouver, on land?

Ans.—About four or five miles.

Int. 2.—How far above?

Ans.—About two or three miles.

Int. 3.—How far back?

Ans.—Perhaps two or three miles.

Int. 4.—Do you know anything of the market value of land on the Columbia River above and below Vancouver, at any time within the last five years?

Ans.—I know of General Harney's buying one hundred acres about two miles above the fort, and half a mile from the river, in 1859, for which he paid, I think, twelve dollars an acre.

Int. 5.—Do you not know that the prospects and value of Vancouver have decreased for the last four years very rapidly, in consequence of the rapid growth of Portland and its command of the commerce of the Columbia and Willamette Rivers?

Ans.—I have heard that Vancouver was declining, but in addition to the causes named, I have attributed it principally to the insecurity of land titles there, and believe that had the title been clear for the last fifteen years upon the magnificent town site of Vancouver, the commercial emporium of that region would have been there instead of Portland.

JAMES TILTON.

Victoria, Vancouver Island, 13th September, 1865.

Edward Giddings, being duly sworn, deposeth and saith as follows:

Int. 1.—What is your name, age, residence, occupation, and citizenship?

Ans.—My name is Edward Giddings; aged 44 years; my residence is at Olympia, Washington Territory; I am the present acting Surveyor General of the Territory; and am a native born American citizen.

Int. 2.—Examine this map, and state what it represents, and whether it shows the tract of land claimed by the Hudson's Bay Company, at Vancouver, on the bank of the Columbia River, in what is now known as Clarke County, Washington Territory, and that is bounded and described as follows; commencing at the mouth of the Cath-la-pootl River, and running thence by the meanderings of the Columbia River to a point on the bank about eight miles above Fort Vancouver, and extending back into the country ten miles at right angles from its frontage, and containing about one hundred and sixty-one thousand acres.

Ans.—This map represents the public surveys as surveyed by the Government; of fractional townships 1 N. range 2 east, and townships 2, 3, and 4 N. ranges 1 and 2 east and 1 west; it also represents the names and boundary lines of donation claimants, as far as approved by the Surveyor General of Washington Territory. It represents also the Hudson's Bay Company's claim, and a small section of country north of the mouth of the Cath-la-pootl River, and a tract of land east of the Company's claim.

Int. 3.—Have you any acquaintance with this tract of land claimed by the Company? If so, state your acquaintance with it.

Ans.—I am acquainted with a large portion of the country claimed by the Company, and have been since 1853.

Int. 4.—What is the value per acre of the tract of land claimed by the Company in Clarke County?

Ans.—I would, in setting a price on this land, divide it into four classes: The Military Reservation, Vancouver town site, Amos Short's claim, William Ryan's claim and fractional lots Nos. 1, 4 and 5, altogether amounting to about two thousand one hundred and forty acres, (say 2,140 acres,) are now worth about fifty dollars per acre. The remainder of the land lying south of the north boundary of townships 1 and 2 North, ranges 1 and 2 east, and 1 west, amounting to about forty thousand three hundred and twenty acres, (say 40,320 acres), is worth on an average ten dollars an acre. About fifteen thousand acres (say 15,000 acres) lying

north of the township line just referred to, and along the bank of the Columbia River, averaging from two to two and a half miles in width, I would also place at ten dollars per acre. The balance, amounting to about one hundred and three thousand five hundred and forty acres, (say 103,540 acres), is worth at least one dollar and a quarter per acre.

Int. 5.—Does not the Military Reservation, as shown on this map, include the grounds upon which the Hudson's Bay Company's fort, and the principal buildings formerly occupied by the Company at Fort Vancouver, were situated?

Ans.—It does.

Int. 6.—Examine this map, and state whether it is a true copy of the originals now on file in the office of the Surveyor General of Washington Territory, at Olympia, that it purports and is certified to be?

Ans.—It is a true and correct copy.

Int. 7.—Looking at this map at Cape Disappointment, and taking the Cape as a starting point, how much of it would six hundred and forty acres cover?

Ans.—It would cover all the ground for about one mile and a half back.

Int. 8.—Are there any public buildings at Cape Disappointment? If so, describe them, and state when they were placed there.

Ans.—There are. I know there is a light-house and fog bell house; I have been in them, and know by my correspondence with the officer in charge that there is a military station and reservation there; I cannot state the precise time these improvements were placed there.

Int. 9.—What is the square mile, or 640 acres of land, at Cape Disappointment, referred to in your answer to the 7th Interrogatory, worth for public purposes?

(Objected to by Counsel for the United States as immaterial, and because the only proper question is as to the market value of the land.)

Ans.—In making an estimate of the value of the land, I would put it at what I think I could get for it from the Government, and knowing it to be valuable for public uses, I would place the worth of it at forty thousand dollars.

Int. 10.—Have you any knowledge of the Hudson's Bay Company's Post at Walla-Walla? If so, state what it is.

Ans.—I was first there in 1853, and have been acquainted with it since.

Int. 11.—What is the present value of the site of the Company's fort at Walla-Walla, including the landing, and a mile square of land around?

Ans.—In 1862, judging from the amount of business done there and at the landing, and the prospects then of its being a great depot permanently, for commercial purposes, I would place the value of it at forty thousand dollars.

Int. 12.—Are you acquainted with the lands of the Walla-Walla valley? If so, state what part of them are suitable for cultivation.

Ans.—I am acquainted with the lands of the Walla-Walla valley; a large part of the lands are suitable for cultivation. There is also a large amount of good pasture lands.

Int. 13.—What is the present value per acre of the lands in this valley?

Ans.—The arable lands are worth from ten to fifteen dollars per acre; the pasture lands are worth at least one dollar and a quarter per acre, that is to say, all the pasture lands within two miles of water.

Cross-examination.

Int. 1.—Are you not Acting Surveyor General by reason of the unfortunate death of Dr. Henry, the late Surveyor General? If not, state how you became such.

Ans.—Being chief clerk in the office when Dr. Henry went to Washington, in December, 1864, I was left in charge by him.

Int. 2.—Are the small dotted red lines on the map of the Company's claim at Vancouver, on the original township maps of the United States surveys on file in the Surveyor General's Office, copies of which are in the General Land Office at Washington?

Ans.—They are, except that I could not swear as to the particular colour or shape of the lines.

Int. 3.—Have you ever compared the map before you with the original township maps? Is not this tracing made from a copy of those maps brought with you to this place?

Ans.—I have compared it, except a portion of the boundary line of the Company's claim, as marked by the dotted line ; the map is a correct copy of the originals, except the topography of the country as marked on the originals, and the distances, length of claim, and sectional lines, and variations of the needle, &c., are not transferred to the tracing.

Int. 4.—Are not the Surveys of the United States extended over the whole of the tract represented ?

Ans.—They are.

Int. 5.—How long since you were at Vancouver ?

Ans.—About two years and a half.

Int. 6.—How frequently were you there before ?

Ans.—In 1853 I made my home at Vancouver about a month ; between that time and 1860 I was there as often as three or four times, perhaps more. In 1860 and 1861 I was running on a steamboat, and was there on an average once a week, as near as I can recollect.

Int. 7.—How much of the land represented by the map have you been over ?

Ans.—I have been in a steamboat all along the river front. During the month I was at Vancouver, I was out hunting several times near Vancouver Lake, represented on the map.—I have travelled along the road from Vancouver, up the river about fourteen miles, and also along the road from Vancouver back some distance beyond the fourth plain.

Int. 8.—Have you any knowledge of the market value of land in the vicinity of Vancouver, at any time since 1860 ?

Ans.—I only heard of one sale, which was near the Military Reserve ; I think this was of one hundred acres, and I understood brought one hundred dollars an acre. I heard of this within the last few months, but nothing was said that I remember about the time when the sale was made.

Int. 9.—How long did you remain at Vancouver when you were there two years and a half ago, and for what purpose were you there ?

Ans.—I was there two or three days, attending a Union Convention, as a delegate.

Int. 10.—Is not the value of the land along the Columbia River

and elsewhere, on the tract claimed by the Company, greatly increased by the settlement and improvement of the country by American citizens?

Ans.—Undoubtedly it is.

Int. 11.—Is not the land you have estimated at fifty dollars an acre, brought up to that figure by reason of its being a part of and near to the town site of Vancouver, which is principally occupied by American residents and business men?

Ans.—I estimated in that way because it is one of the most beautiful town sites in the territory. If there was no town actually there, I should think it worth the sum named for town site purposes.

Int. 12.—When you were at Vancouver, in 1853, did you see any cattle or horses belonging to the Company?

Ans.—I saw cattle and horses on the plains, but don't know who they belonged to; there were some fifty or sixty of them probably.

Int. 13.—When were you at Cape Disappointment?

Ans.—In the latter part of 1856 or fore part of 1857.

Int. 14.—How much of the land in the 640 acres, including Cape Disappointment, is fitted for agricultural purposes?

Ans.—When I was there I only walked along the beach from near Pacific City to the light house; in this distance, I think I only saw about ten acres of land fit for cultivation; as far as I could see back of the light-house, the land was heavily timbered, rocky and precipitous.

Int. 15.—What would the 640 acres be worth for farming purposes?

Ans.—Judging from all I could see of it, it is worth very little.

Int. 16.—How much is it worth, on which to locate a fur trading establishment?

Ans.—I have no idea what it would be worth for that purpose.

Int. 17.—How many times have you been at Walla-Walla?

Ans.—Three or four times that I remember.

Int. 18.—What was the longest time you remained there?

Ans.—In 1853 I was encamped there two or three days; in 1859 I was there five or six days.

Int. 19.—How far from the Company's post at Walla-Walla is the nearest twenty acres of cultivable land?

Ans.—I don't think there is any within a mile and a half of the fort. There are large quantities of good sand for glass works in the vicinity.

Int. 20.—Are there not a number of landings on the Columbia that are rivals to Walla-Walla, for the carrying trade of the North-Eastern mines?

Ans.—There are three or four, including the Dalles and Lewiston.

Int. 21.—Have not all of the others much larger population?

Ans.—The Dalles, Celilo, and Lewiston have; I understand that Umatilla is now nearly as large a place as the Dalles. There was only one house when I was there in 1862.

EDWARD GIDDINGS.

Victoria, Vancouver Island, 13th September, 1865.

John Nicholson, being duly sworn, deposeth and saith as follows:

Int. 1.—State your name, age, residence, occupation and citizenship.

Ans.—My name is John Nicholson; age 40 years; I reside at Scottsburg, Umpqua River, Oregon; have been engaged in trade there, and am a naturalized American citizen.

Int. 2.—Are you acquainted with the Hudson's Bay Company post at the Umpqua? If so, state when you first saw it, and describe, as nearly as you can, its buildings, stockades, enclosures and farm; also how it is situated.

Ans.—I am acquainted with the Company's fort at Umpqua; first saw it about the first of March, 1851; J. B. Gagnier was in charge. There was a stockade, I should judge, about 100 feet square, with bastions at two corners. There was a dwelling house occupied by Mr. Gagnier, other smaller houses, a store and storehouse, and a stable. There was a small house back of the stockade—there was quite an orchard there bearing fruit. The fort was in good condition and repair, and for the purposes of defence against the Indians was effective. There were small arms but no heavy guns in the bastions. They had both cattle and horses at the establishment, and the range for pasture and such purposes was about a section

of six hundred and forty acres of land. [They] had quite a large field under fence, but [I] cannot could not state the number of acres ; part of this field was under cultivation ; they had a garden there. It is the best claim and best situated of any claim of like extent on the Umpqua River.

Int. 3.—What value would you place upon the improvements, when you first saw them, and what is the present value per acre of the land ?

Ans.—The stockade, fort, buildings and outhouses, I should judge to be worth at least four thousand dollars—that is, all the buildings belonging to the Hudson's Bay Company there. The land is worth at least eight dollars an acre.

Int. 4.—Who succeeded Mr. Gagnier as agent in charge there ?

Ans.—A man by the name of King.

Int. 5.—While Mr. King was agent in charge, was there any of the Company's cattle killed without leave, by the settlers in the vicinity ?

(Objected to by the Counsel for the United States as leading, and because no claim for slaughtered cattle at Umpqua is made in the Company's memorial.)

Ans.—Mr. King informed me at Scottsburg that some of the settlers had been killing his cattle—the Company's cattle.

(The foregoing answer is objected to by Counsel for the United States, because hearsay derived from the Company's agents is not competent evidence, and because drawn out by leading questions, not made part of this record.)

Int. 6.—Who is the present occupant of this place ?

Ans.—Pitzer Smith ; I believe he is an American citizen.

(*Cross-examination.*)

Int. 1.—How long did you remain at Umpqua, when you were there in 1851 ?

Ans.—I have lived at Scottsburg, fifteen miles from the post, ever since.

Int. 2.—What kind of trade are you engaged in ?

Ans.—Have been in the mercantile business, and am now jobbing between here and Portland.

Int. 3.—How long since you left Scottsburg ?

Ans.—About eleven months.

Int. 4.—Was not the store and storehouse you spoke of one building?

Ans.—I presume it was under one cover, but divided by a partition.

Int. 5.—Describe the manner in which the Company's buildings were constructed.

Ans.—The houses, bastions and fort, were of logs; some of the logs were split and some were round.

Int. 6.—Were not all the improvements there of a rude and very plain description?

Ans.—For that date they would not be considered rude, but probably would be at this time; they were plain, substantial and comfortable.

Int. 7.—How large was the orchard?

Ans.—About a hundred feet square—more or less.

Int. 8.—Was not the fruit of the seedling varieties, and of no value at the present time, when the cultivated varieties are abundant and cheap?

Ans.—They were old trees, but I do not know whether they were seedlings or not. The apples were good at the time.

Int. 9.—Were the apples good compared to the present cultivated varieties of the country?

Ans.—They were not; fifteen years improvement makes a vast difference.

Int. 10.—What kind of small arms, and how many, did you see in the post at Umpqua?

Ans.—They were flint lock Hudson's Bay muskets. I should judge there were at least twenty or thirty of them.

Int. 11.—How many cattle and horses did you see at the Umpqua; also state of what breed they were?

Ans.—I should think there were one hundred and fifty head of cattle, and about ten head of horses round the post. I cannot state the breed.

Int. 12.—Do you know anything about the amount of land claimed by the Company, except what was told you by the agent in charge?

Ans.—I heard the amount from Gagnier, King, and Louis, all agents.

Int. 13.—Was not the country up and down the river, and back from the post, open for the range of the Company's cattle?

Ans.—They might go any place they liked.

Int. 14.—About how much land do you think was in cultivation at the Company's post on the Umpqua in 1851?

Ans.—I should judge about ten acres, more or less.

Int. 15.—How many cattle did Mr. King tell you had been killed, when was it, and who did he say had done it?

Ans.—He said several had been killed, and he found the hide of one, that he supposed had been killed by a man named Levens. I think this was in 1854.

Int. 16.—Who of the Company's men was last in charge at Fort Umpqua?

Ans.—Mr. King.

Int. 17.—Do you not know that the Company's buildings at Umpqua were destroyed by fire several years since?

Ans.—No, I never heard of it.

Int. 18.—What would be the value at this time of such buildings as were at the Umpqua, taking into consideration the usual decay of fifteen years?

Ans.—I think three thousand dollars.

JOHN NICHOLSON.

Victoria, Vancouver Island, 15th September, 1865.

Angus McDonald, being duly sworn, deposeth and saith as follows:

Int. 1.—What is your name, age and residence; of what country are you a citizen and what is your present and former occupation?

Ans.—My name is Angus McDonald; 49 years age. I now reside at Fort Colville, Washington Territory, and a citizen of Great Britain, and am now a chief trader in the Hudson's Bay Company, and have been in their employ since 1838.

Int. 2.—Are you acquainted with the Posts of the Hudson's Bay Company in the Snake Country; if so, state when you first became acquainted with them, and how long you have known them?

Ans.—I have been acquainted with those Posts from the year 1840, until the year 1847. I went from Colville to Fort Hall, for general service, in 1840, and remained there until 1847; making annual trips to Fort Vancouver and back, from 1842 to 1846—passing Fort Boisé and staying there a day or two each time.

Int. 3.—Describe Fort Hall as it was in 1846.

Ans.—Fort Hall was situated on the left bank of the Snake River; it was a four-sided establishment, built of adobes, with a large strong horse park on the north side of it, built of the same stuff; and if I remember well, I think it had three bastions—one controlling two sides of the horse-pen, and two controlling the four sides of the Fort. A large building of two stories high, one side of the Fort and three other rows of lower buildings on the other three sides; and there was another row of low buildings on the outside of the walls of the Fort—the wall of the Fort making the back wall of the outside building.

Int. 4.—Look at the list of buildings and improvements in document A, under the head of Fort Hall, and say how far it agrees with your recollection.

Ans.—The list shown to me, as far as I remember, is correct. I do not see the third bastion which I think was there.

Int. 5.—State, if you can, the extent and boundaries of the Company's land used and occupied for the pasturage of their horses and cattle round the Fort; describe its situation and the character of the soil, state how much of it was enclosed and cultivated, and where that was.

Ans.—The pasture land used by the Company's herds, around Fort Hall, was along the left side of Snake River, from Blackfoot Butte down to the mouth of the River Portneuf, a distance of from 18 to 20 miles, and extending southward about 11 miles. Of this pasturage ground, one-half was bottom land along the river, and the other half plateau, about 150 feet above the bottom; this land was free from timber, except the banks of the streams and rivers, which were fringed occasionally with cotton wood and scattering scrub cedar on some of the small hills on the plateau. On the plateau was bunch grass, and in the bottom, sheep grass and some bunch grass. The soil of the bottom was light clay mixed with sand, and occasionally alkali. It would be very productive when irrigated,

which can easily be done. The soil of the plateau is a gravelly loam, mixed with sand, with a dense crop of sage in one or two places; it would all, except the sand, produce well, particularly wheat, if irrigated. We frequently crossed the river with the herds, particularly in winter, for better pasturage.

Int. 6.—How many cattle and horses were there usually kept at the post in 1845 and 1846, and how were these usually tended and pastured?

Ans.—As far as I remember there were about one hundred and fifty head of cattle in 1846, and I should say from two to two hundred and fifty horses; the horses were always attended with a horse guard of one man, who sometimes had another with him, who stayed with them day and night, except when driven into the Fort—changing from place to place over the land I have mentioned as the grass was eaten out. Sometimes they were driven off the range thirty miles to the head of Ross' Fork, by mosquitoes, in the summer, particularly in June; and sometimes by want of pasturage and because of fires, we took them off the range across the river, and grazed them on the right bottom of the river, and a part of its plains. The cattle were guarded in the same way part of the time, but were never driven off on account of mosquitoes, but were kept on the range, being crossed over the river occasionally in winter, when there was a want of pasturage.

Int. 7.—What was the business of Fort Hall, when you were there?

Ans.—Trading furs and game returns, and some cash trade with immigrants, traders and trappers; the trade in furs was quite large, but how large I cannot say, not being in charge, and the balances not being struck in the district. Trapping parties from there went down the Missouri, down Green River and Colorado, towards the Flathead Country north, and south to the Utah and Salt Lake Country, and down the streams of the Snake River. They also went down the Colorado to the Quietara Country.

Int. 8.—What value do you place upon the buildings and improvements at Fort Hall, at the time you left there, and in 1846?

Ans.—It is not easy for me to answer that question, because the balance struck for expenditures, on men, implements and provisions brought from Europe or America, are not known to me. I should

say, though, according to the current rate of wages—which I know to be in the interior from two to ten dollars a day—it would cost from seventy to one hundred and seventy thousand dollars to build the establishment of Fort Hall as it was.

Int. 9.—What value do you place on the pasture lands described by you at Fort Hall in 1846, and since then ?

Ans.—If I had the claim I have described there, I would give at least two dollars an acre for its pastures ; in round words, if you give me the claim described as it is, and the money to buy it, I would certainly give you one million of dollars for it. It is the centre of all the roads there—the road to the United States and to Oregon, to Northern Missouri, and British Columbia, to Mormon-dom and California.

Int. 10.—What value would you put on the fenced land at Fort Hall in 1846.

Ans.—They were certainly worth from twenty to thirty dollars an acre, as it was the only fenced land in that part of the country.

Int. 11.—Can you place any value on these lands since 1846 ?

Ans.—These lands increased in value every year since 1846.

Int. 12.—Describe as near as you can the Post at Bois , its situation, and the manner in which it was built ; the number of its buildings, and, in your opinion, the value of the buildings and improvements in 1846.

Ans.—Fort Bois  is situated on the right bank of Snake River, a little below the mouth of Bois  River, and on the lower plateau of the Snake River valley, and about 200 yards above the ford on the immigrant road across Snake River. The Fort was similar to that of Fort Hall, built of adobes, walled and bastioned with two bastions. I remember a large dwelling house and kitchen on one side of the Fort, and on a second side, a row of store houses, and on the third and fourth sides, a row of engaged men's dwellings. The Fort and buildings appeared to me fully as large as Fort Hall except the dwelling house, which was not as high, being only a story and a half, and I should say it was equally as valuable as the Fort and buildings at Fort Hall.

Int. 13.—State, as near as you can, the number of cattle and horses kept at Fort Bois , and the amount of land they pastured over.

Ans.—I should say there were about fifty head of cattle more or less, and one hundred and thirty head of horses more or less. I think they pastured over a stretch of land from four to seven miles square.

Int. 14.—Describe the position of the land, nature and character of the soil and its fitness for cultivation.

Ans.—Its position is a low plateau of the Snake Valley, as I have said, and the soil chiefly a gravelly and sandy loam, with, in a few places along the river, richer clay mixed with a little alkali. I should think it would be rich to produce, if irrigated, as I have seen the largest melons, that ever I saw in middle Oregon, grown there.

Int. 15.—State if you can the amount of enclosed land at Bois ?

Ans.—I cannot remember the exact quantity, but I should say about twenty-five acres.

Int. 16.—What in your opinion was the value, per acre, of the enclosed and unenclosed land, at Bois , in 1846, and since that time?

Ans.—The truth is, the piece of land that was fenced at Bois , in my time, was very valuable—worth, I should certainly say, not less than from 40 to 50 dollars per acre; to-day it should be worth much more. The unfenced lands I would put down at a dollar and a quarter or a dollar and a half an acre, per acre, and they have increased in value since 1846.

Int. 17.—Are you acquainted with the Hudson's Bay Company's post at the mouth of the Cowlitz River, called Coweeman? If so, state when you were there.

Ans.—I was there in the fall of 1846.

Int. 18.—Look on this list in document A, under the head of Coweeman, and state how far it agrees with your recollection.

Ans.—I have no distinct recollection of the size of the buildings there, but I think the buildings were of the size represented on the list; there were two buildings that I recollect on the right bank of the Cowlitz River.

Int. 19.—Are you acquainted with the Hudson's Bay Company's post at Walla-Walla? If so, state when you first saw it, and how often you have been there since.

Ans.—I have had some acquaintance with Walla-Walla, or Nez-Perc s. I first saw it in the winter of 1839-40, and I have been there often since and the last time, a few days ago.

Int. 20.—What sort of pasture land is there in the neighbourhood of the Fort, and in the country back of it, and what land fit for cultivation?

Ans.—The pasture land at this post is chiefly rich bunch grass on its hills and prairies, and on its streams a deep alluvial soil; in the neighbourhood of the Fort there is a strip of land from the mouth of Snake River down along the Columbia to McKenzie's Head, below the fort, and I should say about a quarter to three-quarters of a mile broad, with a heavy crop of sage and deep sand; in that strip there is not much grass, save in the months of March and April, when you will find dense tufts here and there.

Int. 21.—What value, per acre, would you put upon the pasture land and what for the lands fit for cultivation, in 1846?

Ans.—I should say the rich pasture land would be worth two dollars per acre, and the bottom lands from twenty to thirty dollars per acre; the strip of sand and sage at fifty cents per acre.

Int. 22.—What, if any, change has taken place in those lands since 1846? And what value would you place upon them now, and upon the river landing of the Company?

Ans.—Great changes have taken place there since 1846, on account of the newly developed mines of the Rocky Mountains, British Columbia and Oregon. Its landing site should be as valuable now as any other in Washington Territory or Oregon; and the country back of it is being densely settled up, with a garrison and town near by. I will not place a value on the arable and pasture lands, as they are daily enhanced.

Int. 23.—Are you acquainted with the Hudson's Bay Company's post at Colvile? If so, state when you first saw it; how long you have been acquainted with it, and under what circumstances.

Ans.—I have some acquaintance with the Hudson's Bay Company's post at Fort Colvile. I first saw it in the fall of 1839, wintered there, and proceeded, in the spring to Fort Hall in the Snake Country—took charge of Colvile in 1852, and remained there until 1857, and again assumed charge of it in 1859, whereof I have had charge ever since. I was there occasionally in 1857 and 1858, although not in charge. I moreover visited the place, from the Rocky Mountains, in the years 1849, 1850, and 1851.

Int. 24.—Describe, as near as you can, the situation of the Fort

at Colville, the buildings and its improvements, when you were first there and also in 1848, and its condition at the present time.

Ans.—Its situation is on the left bank of the Columbia River, and within 22 geographical miles of the American north-west boundary, on the second terrace of the river, about five hundred yards from the bank. In 1839 and 1840, it was a four sided, picketed, wooden establishment, with two bastions, I think. Of one of these I am not certain. The buildings, as far as I remember, consisted of one large dwelling house, with a back family house and kitchen; one side of the enclosure was of store buildings and the other two sides of it were for office houses, engaged men's houses, and Indian reception house. Outside there were other buildings, say a boat shed, barns and engaged servant's houses, also built of wood. There were fields under fence around the fort, and there was a grist mill on another stream, called Mill Creek, within between three and four miles of the fort. There was a farm at "White Mud," and buildings. I have but an indistinct recollection of them in 1840, being winter when I was there. In 1848 there had been a large new mill built there, two and a half stories high, and one run of stones, 30 × 40 or 50 feet. There had been also a large new dwelling house built, and a new file of office houses put up, and a new carpenter's shop, and a very large new barn; I do not remember many more material changes in the establishment. The present condition of the fort is much better than it was in 1848 or in 1852, when I took charge of it, except the mill, which is older than it was in 1848, and requires some repairs, but is in running order. It needs new cogs for some of its wheels, and new foundation logs for its frame. In the main, I have nearly rebuilt all the buildings inside the square of the fort since 1852; but there was a row of engaged servants' houses outside of the fort, which was not kept in repair, but allowed to disappear, save two old servants' houses which still remain. There is now a large dwelling house, 50 × 23 feet, one story and a half high, with two floors; a frame house, clap-boarded and shingled, hard finished with plaster inside, with two large quartz rock chimnies. There is a back family house, of square timber, boarded roof, one story high, and two floors, lined with cotton drill inside, about 22 × 15, and a kitchen of the same size, shingle roof, and a large chimney of quartz rock. There is a large store, 60 ×

20 feet, more or less, shingle roof, two floors, one story and a half high, built of squared timber in the Canadian fashion; another store about 40×18 feet, built in the same style as the first, and on the other side there is a file of officers' houses, 60×18 feet, shingled, three chimnies and two floors, one story and a half high, partly ceiled inside with tongued and grooved boards and partly mudded and whitewashed; also a bake house 15×15 feet, a poultry house, 10×12 feet, and a pigeon house. Outside is a heavy square timber bastion, two stories high, boarded roof with port-holes, a blacksmith's shop, about 16×12 feet, carpenter's shop, about 30×30 feet, a barn about 60×30 feet, framed, boarded, and roof covered with double cedar bark, and a cedar rail horse-park, about 150×150 feet, and the two old houses mentioned above, 20×20 feet, of square timber, thatched with poles and clay. The half of the stockades still remain. There was also a root-house which I have omitted to mention.

In 1848, at White Mud, there was a small dwelling house, a barn, stable, a store and about thirty to forty acres of enclosed land. The buildings at White Mud farm have nearly all disappeared, except one built in 1858, by Mr. Blenkinsop, then in charge of the fort, about 40×30 feet. The buildings were pulled down and destroyed by the settlers on the farm. I found the servant of the man who settled there engaged in pulling down one of the buildings and told him to desist, which he refused; I then complained to Major Lugenbeel, the commander of the United States forces in garrison near there, who said to me, "Never mind; McDonald, take no notice of it; it will not invalidate your claim to the place. I can be evidence of that."

Int. 25.—Describe, as near as you can; the Company's land claim at Colvile, its boundaries, the amount of fenced and cultivated land, the character and nature of the soil, and its position with reference to the surrounding country.

Ans.—The land which they farm at Colvile is a low basin of alluvial deposit around the fort; the basin is about three miles long, and from a mile to a mile and a quarter in width. The best and greatest part of that basin was fenced and farmed by the Company before and after 1846; some of the fences were changed, from time to time, to allow some of the land to repose. As before stated

they farmed at the White Mud 30 or 40 acres of the richest land in the whole country. I never saw a drawn or measured chart of the Company's claim at this post, but I understand and apprehend it to be : to start from Dease's Encampment, including the same, down by the left bank of the Columbia River in a south-west and westerly direction to Lee's Ferry ; whence south to the upper brow of Mission hill ; whence by said brow in a straight line to Mill Creek, about half a mile below the mill ; thence by the right bank of said Mill Creek to its old crossing near by, and above Tatapoo Rock ; thence across Mill Creek, and following the left skirt of the left plain of the said stream, commonly known as the White Mud plain, to its head ; whence across it at right angles to a geographical line one and a half miles ; whence by said line and proceeding by the ridge that divides Cedar Creek from the waters of Mill Creek, with the White Mud farm on its left and south ; whence by said ridge to across Cedar Creek below its forks, and straight across the Creek up to the summit of the Tatapoo Mountain ; thereby throw the Cedar Creek waters to our right, and those of Mill Creek to our left, proceed by said summit or summits till you strike the pack trail leading from Dease's Encampment to Bruce's Branch ; whence by said trail to the point of starting, Dease's Encampment. The line on the river would be about six or seven miles from the brow of Mission hill, on the Columbia, to the upper end of the White Mud plain ; along the southern line would be about 15 or 16 miles. The line crossing Mill Creek to the northward, about two and a half miles long ; the north and north-westerly lines, to Dease's Encampment, about 18 miles. The narrowest part of the claim is about a mile and a half wide between the northern and southern lines. From Dease's Encampment down by the Columbia, half way to the fort, is rough and mountainous, with dense timber, from which we get our rails and timber for the repair of the fort. Two-thirds of the whole claim within those lines is mountainous and hilly, rolling plain hills, and some ravines densely timbered. The tops of some hills are covered with pines ; other hills are woodless, and covered with bunch and the thin mountain grass of the north. Taking the country together, the pasturage is good, but subject to fires. The White Mud plain is subject to overflowing ; when the overflowing subsides, a heavy crop of grass comes out, which is cut

for hay. The higher part of the White Mud plain is farmed, and is very rich land; with reference to the surrounding country, the Company's claim is the best farming land within hundreds of miles in any direction; especially to the north it is Washington Territory's last garden.

Int. 26.—How many horses and cattle were generally kept at Colville while you were in charge, and in what manner were they guarded, and how were their pastures changed?

Ans.—Generally from two to three hundred horses. At this time there are but very few cattle; but when I took charge, I suppose there was one hundred to one hundred and fifty head; they were guarded by a regularly appointed guard for the horses, with now and then a man to help him. There was a man employed to milk the cows, and an Indian generally with him to see that they were driven home; both were required to see that the cattle were fed in winter. The cattle pastures were rarely, if ever changed, except in severe winters, when all cultivated fodder was consumed, and they were then driven out to feed on the moss of newly cut trees.

Int. 27.—What kinds of grain were cultivated at Colville, and of what was the hay made, and where was it obtained?

Ans.—The chief grains were wheat and oats, and some barley and peas, with a little Indian corn; but wheat was the staple grain. Hay was made of the natural grasses growing on marshy lands that were overflowed on the White Mud plains.

Int. 28.—What has been the value of wheat for a series of years, including the present, and hay per ton?

Ans.—The average value of good wheat heretofore has been two and a half dollars per bushel at Colville, and the present price three dollars per bushel. Hay in the cock, about nine dollars per ton, and sold at Fort Colville at twenty-five dollars per ton.

Int. 29.—What mines are there near Colville which can be supplied from that Post, and which tend to raise the price of provisions and the value of agricultural land?

Ans.—The mines on the Columbia River, from Priests Rapids up to its head; those on the Pend' Oreille River and Salmon Fork; and those of the Kootanais; those of Rock Creek and American Creek, and of Similkameen and the mines of Northern Idaho, and also those of Thompson's River and Carriboo.

Int. 30.—What value would you put upon the arable land at Colville, on the plain around the fort; what on that of the White Mud plain; and what on the pasture land, per acre?

Ans.—The arable land at Colville is very valuable, and should be worth at least forty dollars an acre, and that at White Mud the same. The pasture land taken altogether, save where hay is cut, I should say is worth two dollars per acre, and the hay lands worth five dollars per acre.

Int. 31.—What value would you place upon the mill and its site at the present time?

Ans.—The mill site is the best, I should say, in the whole country, and, with the mill, is worth twenty thousand dollars.

Int. 32.—What value do you place upon the present buildings at Colville, and what upon the buildings at White Mud, before they were interfered with by settlers?

Ans.—Taking the country as it is, with men in it and supplies also, you would build it, hiring men at from two to ten dollars per day, for, I should say, from seventy to one hundred and twenty thousand dollars. I was not in charge when settlers first interfered with White Mud, nor did I closely observe it then in consequence, and therefore cannot exactly value them.

Int. 33.—When did the settlers first begin to interfere with the Company's lands about Colville; to what extent did they interfere with the claim; and what amount of loss, if any, did they cause to the agricultural business of the Company?

Ans.—To that question, I would answer there is a direct and indirect interference. The direct interference is taking possession of the White Mud farm, and the taking possession by the County of our wagon roads to our mill, and over our portage. The indirect interference is, that fences and farms are established where our herds used to graze freely, and no person turning them away, and all sorts of causes not easily described. The whole of the White Mud plains and mowing grounds are now claimed by settlers there. There are two or three settlers on the Fort Plain that have not yet interfered with us much. On account of the loss of the White Mud plain, we cannot well breed our own beef, as usual; and our spring and summer pasture grounds are eaten up by the stock of the rest of the settlers, and we cannot winter our horses there with safety

at all. In consequence of all this the loss is very considerable, and I will not now estimate the amount.

Int. 34.—What interruption to navigation of the Columbia River is there at Colville? What is the length of the portage you have spoken of? How far is the Columbia navigable above there, for steamboats; and what preparations are making to navigate it, and for what purpose?

Ans.—The natural interruption is the Colville or Kettle Falls, in a straight line, about three-quarters of a mile below the Fort. The portage is a good mile and a half long. Except for seven weeks, during very high water, the River Columbia can be steamed up from Colville, a distance of two hundred and forty miles; and it can always be steamed from the Dalles, twenty miles above Colville, at any time except when prevented by ice. A Mr. White is building a steamer there, for the purpose of navigating those two hundred and forty miles, and in view of the mining capacities of the Upper Columbia.

Int. 35.—What do you know about the navigation of the Columbia River below White Bluffs and old Walla-Walla—now called Wallula—as to the number of boats, and passengers and freight on them; the rates of fare now and formerly; and the manner in which the old portages are now passed over and obstructed?

Ans.—I know that the river is navigated between the White Bluffs and Celilo, by steamers carrying from one hundred to two hundred tons of freight, and numbers of passengers, three times a week—both ways to Wallula—but they do not go so often to White Bluffs. There is a railroad across the Portage, from Celilo to the Dalles, about fifteen miles long, and except about five miles of railroad over the Portage at the Cascades, there are daily steamers, Sundays excepted, between the Dalles and Portland on the Willamette River. Below Portland, a small steamer runs to the Cowlitz, and another to Astoria, and ocean steamers run to Portland. Cabin passage from Wallula to Portland this summer, steamboats and railroads and meals included, twenty dollars. The rate of freight from Portland to Wallula thirty-two dollars per ton; to White Bluffs, fifty-five dollars—in 1860 I paid fifty-five dollars per ton freight from the Dalles to Wallula.

Int. 36.—What do you know about the abandonment of Fort

Hall, and under what circumstances it was left; and to what place, and in what manner the goods and material were taken there?

Ans.—Fort Hall was abandoned, on account of Indian hostilities with the white population, in 1856. It was left because it could not be communicated with in the usual way, which was by way of Walla-Walla, and Bois  from Vancouver. Our two expressmen, Boisclere and Desjardins, had been killed between Fort Hall and Walla-Walla; and in consequence of those difficulties, I had orders from Chief Factor Mactavish to have the Company's effects at Fort Hall, men and property withdrawn, to the Flathead Post, by a party sent from there for them, which was done, the active theatre of hostilities not being so much in the direct course of that party.

Cross-Examination.

Int. 1.—When were you last at Fort Hall?

Ans.—In 1849, and remained about a week.

Int. 2.—Was not the Fur Trade of that post at that time beginning to decline?

Ans.—I cannot say, not looking at the books or making any enquiries about it.

Int. 3.—If you had a million dollars to give for the Company's claim at Fort Hall, how would you expect to get your money back?

Ans.—I believe there are several ways that I might get my money back. One way would be to cultivate the soil and enclose the pastures, secure thereby its game, fish, and fowl; another way would be to turn it into a Zoological Park; and a third way would be on account of the important roads converging and diverging there, make it the site of a central trade.

Int. 4.—Has the Company made any effort, that you know of, to repossess Fort Hall since the close of the Indian War in 1856?

Ans.—I do not know of any.

Int. 5.—Do you not know that Fort Bois  was destroyed by a flood before it was abandoned by the Company?

Ans.—I do not know the exact date of its destruction by the flood, or its abandonment by the Company; but I have heard it said that an overflow of the Snake River swept some of it, or all of it down.

Int. 6.—Do you know of any effort to re-possess Bois  since its abandonment ?

Ans.—I do not know of my own knowledge.

Int. 7.—Did not the stock of the Company frequently pass outside the limits of the lands described by you, both at Hall and Bois , when they could find better pasture elsewhere ; and did not the stock of the Indians, trappers, traders and emigrants range freely over what you have described as the Company's claims ?

Ans.—Except where I have already stated, I think the Company's stock passed very seldom. The stock of the Indians, traders and trappers ranged thereon, when they camped there.

Int. 8.—Were they not always camped there, more or less ; and did not a number of Indians live in the vicinity of Bois  ?

Ans.—Most of the time, I should say, at Fort Hall they did not, although they did often stay there ; regarding Fort Bois —in its vicinity on the left bank of Snake River, the Indians also frequently resided ; and as far as I know and remember, they seldom pitched their camps or resided within the lines described as the Bois  ground.

Int. 9.—When did you last see the Company's post at Cowlitz ?

Ans.—Not since 1846.

Int. 10.—Is not the strip of sand at Walla-Walla several miles wide in places ; and is it not nearly two miles to the nearest cultivatable land, where the Company had their garden, from the fort ?

Ans.—The strip of sand that I have before described is the deepest sand there. I should say for that distance there is still sand, but getting lighter as you gradually draw out from the river—but along the course of Walla-Walla there is a low sandless bottom, reaching to the Columbia River, where hay and adobes can be made. I should say that the garden is about a geographical mile off, in a straight line.

Int. 11.—How far away from the Company's Post, at N z-Perc s or Walla-Walla, is the present town and garrison of Walla-Walla ?

Ans.—I am not sure ; but I should say it was about thirty miles.

Int. 12.—When you fix the value of land about Forts Hall, Bois , Walla-Walla and Colville—do you mean to swear that such are the market prices in those neighbourhoods, or is it not a simple guess, without knowing anything of sales or transfers ?

Ans.—I could not swear to any market value, except what has positively happened, in figures. I judge of it compared with other property and estates elsewhere, and what I would give for it, if I had the money.

Int. 13.—How much has been the actual cost, as near as you can judge, having built them yourself, of the present buildings at Colville, to the Hudson's Bay Company?

Ans.—There are none of these buildings that were wholly built new by me; for what was sound of the previous buildings there, was also taken to build them. I do not know the exact figure it cost the Company; but I should think it had cost about twenty to thirty thousand dollars.

Int. 14.—How many men do you keep at Colville now?

Ans.—Sometimes we keep thirty, and sometimes ten, including about twenty Indians.

Int. 15.—Has not the fur trade of Colville decreased for several years; and is not the principal business done there by the Company, general trading with miners and settlers?

Ans.—No; the fur trade has about doubled since I took charge. We have a trade with miners, but it is not the principal one.

Int. 16.—Of what posts have you charge in the Colville District?

Ans.—My place of residence is generally at Colville proper; but I am in charge of Fort Shepherd, Kootanais and Flathead Posts. Okanagan was in the Colville District before it was abandoned.

Int. 17.—Is the Kootanais post north or south of the north-west Boundary line of the United States?

Ans.—I never saw that post, but I understand it to be north of the boundary now.

Int. 18.—Has not the old post of Kootanais been abandoned and this new one built by the Company north of the line?

Ans.—There were orders about two years ago, I think, given by the Company to build it where it now is, but whether they designed to permanently leave the post on the south of the line I do not know.

Int. 19.—How far from the old post of Kootanais is the new one?

Ans.—I do not know; but should infer from five to eight miles.

Int. 20.—When was Okanagan abandoned, and what disposition was made of the key of that post?

Ans.—The Company never gave positive orders to abandon

Okanagan.. When I had withdrawn its officer in charge and most of its effects, not all, to establish another post in Similkameen, north of the line, the key and place, with some effects, was given in charge of the Indian Chief of that country, in whom I had confidence, and who afterwards traded for us there, with the goods that were left, and others that were sent to him. I think this was in 1859.

Int. 21.—How long since you have had any returns from this Indian Chief Trader, or sent him any goods?

Ans.—Since then he has had his goods generally from the Similkameen Post, which is not now in my district, nor has been for several years; but I directed more or less supplies to be sent to him from Similkameen, while in my district.

Int. 22.—How much use is now made of the grist mill at Colville?

Ans.—It grinds all the wheat I buy for the district's use, also wheat belonging to Indians and settlers.

Int. 23.—How much would it cost to repair this mill at this time?

Ans.—I should say, for our purposes, twelve or fifteen hundred dollars would put it in good repair.

Int. 24.—How many cattle and horses are now regularly kept at Colville?

Ans.—From 15 to 30 cattle always; sometimes we buy a band and dispose of them. During the summer and working seasons there are from 150 to 250 horses there.

Int. 25.—How much land is there at Colville, actually enclosed at this time?

Ans.—One large park of about one hundred and sixty acres, and one garden of about five or six acres, both cultivated.

Int. 26.—Were not the buildings at White Mud left unoccupied by the Company, before the settlers interfered to tear them down or remove them?

Ans.—When I saw the man I alluded to tearing them down, there was no occupant of the Company's.

Int. 27.—Are not the wagon roads you referred to as taken by the county kept in repair at public expense, and the Company left free to pass thereon as other persons?

Ans.—The county roads referred to are of course still open to the Company, but once or twice I saw them so that the Company could not pass them. Meantime the Company pays the heaviest

road tax of any person in the county. This summer the Company paid about two hundred and seventy four dollars road tax.

Int. 28.—How many goods are taken up the Columbia River, by the modes of navigation described by you, for the purposes of trade in furs, and with British subjects, by the Hudson's Bay Company?

Ans.—Very little.

Int. 29.—By what route are goods now sent to the Company's posts, that were formerly supplied by way of the Columbia River?

Ans.—The posts north of the line are supplied chiefly from Victoria, via Fort Hope; Colville proper, and the Flathead post receive supplies in the same way also; but this year they have received American supplies by the way of the Columbia River from Portland and San Francisco. A small portion of the American supplies were sent also to Fort Shepherd, north of the line. These American supplies are received on account of the heavy duties levied on importations, via Fort Hope.

Int. 30.—Is the old post of Flatheads still occupied for purposes of trade by the Hudson's Bay Company? If not, state when it was abandoned.

Ans.—It is not occupied now that I am aware of. I partially occupied it myself in 1847 and 1848 and also in 1849, since which time, I am not aware that it has been occupied by the Company.

Direct examination resumed.

Int. 31.—About what amount of land is there at Colville and how much at White Mud that is worth forty dollars an acre; how much hay land is there worth five dollars an acre; and about how much land is there in the remainder of the claim?

Ans.—The exact figure I cannot say, not having been accurately surveyed; but I should think there is at Colville from twelve hundred to sixteen hundred acres, worth forty dollars per acre; if, as it undoubtedly will be, the site of a large town, there is no knowing what land there will be worth. In the vicinity of the White Mud farm, within the lines described by me, from four thousand to eight thousand acres, worth forty dollars per acre; and fourteen hundred acres, more or less, worth five dollars per acre. The pasture lands on the rest of the claim is of peculiar configuration, and I decline estimating the number of acres.

Int. 32.—Was Kootanais Post, in 1846, north or south of the line?

Ans.—As far as I know, it was on the south side of the line.

Int. 33.—State, if you know, in what manner the Company's goods were got through the Custom House at Astoria.

Ans.—I believe the Company used to have some trouble getting their goods past there, but to what extent I do not know. I also believe that the Port Angeles Custom House refused transit to our goods, on the way to the Kootanais post, by way of Colville and Fort Hope roads.

Int. 34.—About how many years is it since the Company have cut hay in the White Mud bottom, or pastured on the White Mud plain, and what is the reason for it?

Ans.—The chief reason for not cutting hay there, was because it was cut by others for themselves, where we used to cut it. Another reason, that the White Mud farm became unoccupied by us. We cut no hay nor pastured there since 1858 or 1859.

A. M'DONALD.

VICTORIA, Vancouver Island, Sept. 25th, 1865.

Thomas Flett, being duly sworn, deposeth and saith as follows:

Int. 1.—What is your name, age, residence, present and former occupations, and of what country are you a citizen?

Ans.—My name is Thomas Flett; age 51 years; my residence is in Colville Valley, and I am by occupation a farmer. I am now a citizen of the United States, and was born in Scotland.

Int. 2.—How long were you employed by the Hudson's Bay Company?

Ans.—I was eighteen years in their service. I first entered their service in 1833, and left it for the last time in 1851; at times between these dates I was out of their employ.

Int. 3.—When did you first see the Company's post at Kootanais; how long did you remain there, and in what capacity?

Ans.—I first saw the Company's post at Kootanais in 1836, and last saw it in 1840; I was in charge of the post during the winters of 1837, 1838 and 1839, going to Colville for supplies in summer,

leaving another person in charge. When I last saw it in 1840, it was in charge of Edward Berland, now deceased.

Int. 4.—Describe the post at Kootanais, its situation and distance from Colvile, and the number and kind of buildings.

Ans.—The post at Kootanais consisted of three dwelling houses, and a store, all of hewn square timber—it was situated on the south side of the Kootanais River, near the middle of the Tobacco Plain, and about 300 yards from the river, and was in excellent order. It is about four hundred miles from Colvile. The boundary line, as run by the Commissioners, is north of the post.

Int. 5.—What amount of stock, if any, was kept by the Company at Kootanais, and what land was used and occupied for their pasture ground?

Ans.—The stock was horses; I would say about 150 horses, including Berland's, who was in charge when I last saw the post. The whole of the Tobacco Plain was used for their pasturage, and they were often removed for other pasture, that of the plain not being always sufficient.

Int. 6.—What sort of land was this plain, as regards character and soil; how did it compare with other lands around, and what is its value per acre? What quantity of it is good farming land, and about how much per acre would it produce?

Ans.—Some of the land was good and some of it not good; the poor parts of it were sandy and gravelly, the best part of it black loam, mixed with some clay; it is the best wintering ground in the whole country. I do not know its real value; the greater part of it was dry and sandy, the least part of it, say one fourth, was good land. The whole Tobacco Plain was about four miles long, and about two broad; from one quarter to one third of it would yield fifteen bushels of wheat per acre. I have seen Indian corn growing there; where corn grows, wheat ought to.

Int. 7.—Of what did the trade of the post consist?

Ans.—The trade of the post was in furs, buffalo skins and deer skins, and was valuable.

Int. 8.—What was the value of the buildings at Kootanais in 1846?

Ans.—When I last saw them they should be worth at least six thousand dollars; what they were worth in 1846 I do not know.

when I saw them there were no men to build them in the country except the Company's.

Int. 9.—Are you acquainted with the price paid for labour this year at Colville? If so, state what was the usual price per day for farm hands and choppers, and what for carpenters.

Ans.—I am acquainted with the prices paid. Carpenters ten dollars a day; farm hands sixty to seventy dollars a month; hewers and choppers five to six dollars a day, and sometimes they could not be had at these prices.

Int. 10.—What is the price of wheat, hay, and lumber, at Colville?

Ans.—The price of wheat, when I left there, was three dollars per bushel, hay in the stack generally ten dollars per ton, and at Colville, Columbia River, from twenty to thirty-five dollars per ton, and lumber on Colville Flat fifty dollars per thousand.

Cross-examination.

Int. 1.—How long would it take ten men, such as the Company had in their employ, to erect the buildings at Kootanais?

Ans.—I suppose that ten good axemen would make them and finish them in about five months.

Int. 2.—How much did the Company pay its servants who were employed in such labour in 1838 and 1839?

Ans.—The wages of common hands was about twenty pounds sterling per annum, some at twenty-five, and some thirty pounds per annum.

Int. 3.—How much land was actually enclosed at Kootanais when you left there in 1840?

Ans.—None but a horse corral of about half an acre.

Int. 4.—How do you know the boundary line runs near Kootanais?

Ans.—I only know from hearsay.

Int. 5.—Do you not know from the same hearsay that the Company has abandoned the old post of Kootanais, and built a new one north of the boundary line?

Ans.—I have heard that they were on the other side of the line.

Int. 6.—How long have you resided near Colville?

Ans.—Was at Colville from 1840 to 1851, then went to the Willamette Valley, where I remained until 1856; in that year I

returned to Colville, took a claim 25 miles south of the fort, where I have since resided.

Int. 7.—How many of the Company's servants, if you know any, have taken claims on the White Mud plain, or on the Company's claim near Fort Colville?

Ans.—I know of two at the White Mud and one near the post.

Int. 8.—How long would it take ten men to put up the present buildings at Fort Colville, using all the available material of the old buildings?

Ans.—I have no idea.

Int. 9.—What is the market value of farming lands, unenclosed, in the Colville Valley?

Ans.—I have not known of any sales at all.

Int. 10.—What, in your opinion, is the farming land at White Mud and near Fort Colville worth per acre?

Ans.—I would not give more than Government price for it, say one dollar and a quarter per acre.

Int. 11.—Is there not good land in that section of country vacant and subject to preemption.

Ans.—There is a good deal of pretty good land not taken up there yet in the Colville Valley.

Direct examination resumed.

Int. 1.—How many bushels of wheat does the land yield per acre that is cultivated for that purpose about Colville?

Ans.—Fifteen bushels to an acre on an average.

Int. 2.—How much does it cost per acre to raise fifteen bushels of wheat and send it to market?

Ans.—It would cost about fifteen dollars.

Int. 3.—Is land that will pay twenty-five dollars a year profit per acre only worth a dollar and a quarter per acre?

Ans.—When I said one dollar and a quarter per acre, I meant prairie land, such as the Government allows people to go and take up. I would pay more for it if I could get a deed for the land; most of all the land in the plain round the fort I would give ten dollars an acre for with a good title. I would give no more for White Mud land than I would for Colville with a good title.

Int. 4.—Have there not been some sales of improvements about the Colville country?

Ans.—I know of one that was taken for a debt of two thousand dollars; when it was surveyed by private survey it was reduced to 160 acres; it was a preemption claim, and embraced a part of the Company's White Mud claim.

Cross-examination resumed.

Int. 1.—Describe the buildings and improvements on the claim at White Mud that was sold for two thousand dollars?

Ans.—A new frame barn about 25 × 35 feet, a house balloon frame 18 × 20 feet, clothed and papered inside; one of the Company's old log buildings was used for a stable, and when he purchased, there was about 320 acres of land enclosed, fencing mostly new.

THOMAS FLETT.

Victoria, Vancouver Island, 26th September, 1865.

William Charles, being duly sworn, deposes and saith as follows:

Int. 1.—What is your name, age, residence, occupation, and of what country are you a citizen?

Ans.—My name is William Charles, age 34 years, residence Victoria, Vancouver Island, I am a chief trader in the Hudson's Bay Company's service, and a British subject.

Int. 2.—Are you acquainted with the Hudson's Bay Company's posts in the Snake Country? If so, state when you first became acquainted with them.

Ans.—I am; I first went to the Snake Country late in the autumn of 1853, and passed Fort Bois , on my way up to Fort Hall, where I remained about a year, when I was ordered down to Fort Bois , where I arrived about the 12th January, 1855.

Int. 3.—State why you were compelled to leave Fort Bois , under what circumstances, and when.

Ans.—During the summer of 1854, a party of immigrants were massacred by Indians, in the neighbourhood of Fort Bois , and the following summer Major Haller, of the United States army, with a number of soldiers, came up to punish the Indian murderers,

which he did to a certain extent, hanging some three or four of them. The Major, with the troops under his command, remained encamped for about a week in the immediate vicinity of the Fort, during which time the officers were very frequently in my house, and I as often in their tents, seeing which cordial relations existing between us, gave rise to an impression in the minds of the Indians, that I had specially sent for the troops, and which embittered them against me, and the more especially as I refused to sell them ammunition. Leaving a party of ten men at Bois , the Major then went further into the interior, in pursuit of the murderers, in the direction of Fort Hall, and succeeded in capturing two or three more of them, and was away from Bois  for about a month, during which time they traversed the country in all directions. The Major returned to the Dalles in the autumn, leaving the Indians in a very excited condition, so much so, that on the departure of the troops, I could not safely remain, so I abandoned the place, with my three men, and got safely to Walla-Walla. Previous to my residence there, Fort Bois  had been washed away by an extraordinary rise in the Snake River, and had been only partially rebuilt, so that I was entirely without any means of defence there.

Int. 4.—On your arrival at Walla-Walla, how long did you remain there ; what occurred while you were there ; who did you find at the fort, and under what circumstances did you leave ?

Ans.—On my arrival at Walla-Walla, I found also that the Indians in that section of country were in a very unsettled state ; and Mr. James Sinclair, the gentleman in charge of the post, finding his position a very unsatisfactory one among the Indians, wrote to the commanding officer at the Dalles, for something like protection from the Indians. Mr. McKinlay arrived about this time, on his way down from Colville, and Mr. J. D. B. Ogilvy arrived from the Dalles on his way up to Colville. In the meantime, Mr. Nathan Olney, Indian agent, arrived at the fort on the 12th October, and next day he flung a quantity of ammunition into the Columbia River, taken from the Company's establishment, for fear of its falling into the hands of the Indians. Mr. Olney had been appointed as special Indian agent for Walla-Walla, and that section of the country, by General Palmer, the superintendent of Indian affairs in Oregon. Mr. Olney gave a receipt for this ammunition to Mr.

Sinclair. Eventually Mr. Olney gave an order in writing to Mr. Sinclair, to abandon the fort and property there, which Mr. Sinclair felt compelled to obey, and we all left on the 16th of October, arriving at Vancouver late in November. Mr. Sinclair did not wish to abandon the fort and property there, and it was only upon the urgent and repeated remonstrances of Mr. Olney, who had already ordered all the white inhabitants of the Whitman Valley, now known as the Walla-Walla Valley, and in the vicinity generally down to the Dalles, that he at last consented to abandon the fort.

Int. 5.—Look at this receipt now shown to you, say when it was made, and whose handwriting is the body of the receipt, and in whose the signature.

Ans.—It was made at Walla-Walla on the date therein given; the receipt was written out by me, and signed by Mr. Nathan Olney, the Indian agent.

Int. 6.—What was done by you and Mr. Sinclair on your arrival at Vancouver, with reference to the property left at Fort Walla-Walla and the buildings?

Ans.—Mr. Sinclair made out at Vancouver a list of the property abandoned at Walla-Walla, consisting of furs, dry goods, provisions, &c., amounting to something over thirty-seven thousand dollars, and also a valuation of the buildings of the fort, amounting to something over thirty thousand dollars, not including in this the value of the ammunition flung in the river, which was worth eleven hundred dollars more—which document I signed with Mr. Sinclair.

Int. 7.—What has become of Mr. James Sinclair and Mr. Ogilvy?

Ans.—Mr. Sinclair was unfortunately killed by the Indians at the Cascades, in the Spring of 1856, and Mr. J. D. B. Ogilvy, who was also at Walla-Walla when the place was abandoned, is likewise dead, having been shot in British Columbia last spring, while holding some position under the Government of that Colony.

Cross-examination.

Int. 1.—How much had been done towards repairing Boise when you abandoned it?

Ans.—There had been built a one story adobe house, about fifty feet long by fifteen feet broad.

Int. 2.—How many cattle and horses were you keeping there then?

Ans.—When I arrived at the fort there were about twenty-five head of cattle, and about one dozen of horses; the rest of the horses belonging to the post had previously been sent to Walla-Walla.

Int. 3.—Was it not the habit of the Hudson's Bay Company to sell ammunition in ordinary times to the Indians about Bois  and Hall?

Ans.—We traded ammunition in common with other goods to the Indians for furs.

Int. 4.—Did not the Indians generally make a distinction between Hudson's Bay men and American citizens, to the disadvantage of the latter, as far as you can judge by your intercourse with them?

Ans.—I am not aware that they did; we had had several American citizens in our employ at Fort Hall, and the Indians had been familiarized with the presence among them of American trappers, and other citizens, for many years.

Int. 5.—By what appellations did they distinguish Americans and English?

Ans.—They called the Hudson's Bay Company's people Frenchmen or "Tabiboo," and Americans they called "Shuiappoo."

Int. 6.—What effort, if any, has been made by the Company, to your knowledge, to re-possess Fort Bois , since the close of the Indian war in 1856?

Ans.—After the close of the Indian war, that country was so unsafe, that the Company could not, if they wished, re-possess themselves of the post?

Int. 7.—What effort, if any, that you know of, has been made to re-possess Walla-Walla?

Ans.—I am not aware that the Company made any effort to re-possess their post at Walla-Walla.

Int. 8.—Were not a great many persons during the Indian war of 1855-6, compelled to abandon their farms and other property on the Upper Columbia?

Ans.—All the white settlers in the Walla-Walla valley, as I have before said, were ordered down to the Dalles by Mr. Olney, and they went accordingly.

Direct examination resumed.

Int. 1.—In trading for different kinds of furs purchased by the Hudson's Bay Company from the Indians, was not ammunition only a part of the trade, and in what proportion for the price of different skins was ammunition traded, and for what kind of skins did it form a portion of the trade, and for what not?

Ans.—There were certain kinds of furs which were traded for ammunition; the Indians had to pay much more for ammunition than for any other kind of trade goods. The consequence of which was, that they were always short of that article?

Int. 2.—What class of furs was it for which ammunition could be purchased; what was their value in ammunition, and what in other articles of trade?

Ans.—I do not recollect the particular class of furs for which ammunition was traded. The interpreter generally did all the trading.

Int. 3.—Did you ever hear the epithets of King George-men and Bostons applied by the Indians to the English and Americans, while in the Snake Country?

Ans.—I do not recollect the Indians making use of those expressions in that country.

Int. 4.—How many white settlers were there in the Walla-Walla valley at the time they were ordered out by Indian agent Olney, and how many accompanied you down the river?

Ans.—I don't remember the precise number, but there may have been thirty or forty settlers, including men, women, and children, most of whom accompanied us down the river.

WILLIAM CHARLES.

Victoria, Vancouver Island, 26th September, 1865.

Henry Atkinson Tuzo, being duly sworn, deposeth and saith as follows:

Int. 1.—What is your name, age, residence, occupation and citizenship?

Ans.—My name is H. A. Tuzo; age 34 years; I reside at Victoria, Vancouver Island; I am a doctor of medicine, and a subject of Great Britain.

Int. 2.—Are you in the employ of the Hudson's Bay Company ; if so, state in what capacity, and for how long, at what places you have been employed, and in what manner, for the Company, and for yourself?

Ans.—I entered the service of the Company at Montreal in the spring of 1853, and came to Fort Vancouver across the continent, and by way of the Columbia River, arriving at that place in the month of November following, and I remained there until September, 1858, during which time I served the Company as medical officer, and practised physic on my own account. I revisited Vancouver in 1859, but only for a short time. Since then I have been in the Company's employment at Victoria, and have been principally engaged in selling and valuing land, and superintending the construction of buildings and improvements. I am now a chief trader in their service.

Int. 3.—Describe, if you can, the Company's claim at Vancouver, and also describe the buildings at the fort and its neighborhood, and the improvements, and place a value upon those buildings and improvements specifically, if you can do so, in 1858, and again in 1859.

Ans.—The Company's claim occupied between twenty and thirty miles frontage on the Columbia River, and extended ten miles back. A portion of it was fine, open pasture land along the Columbia, and there were several extensive prairies scattered over the interior of the claim ; the majority of the rest was good timber and bottom land, much of which could be easily cleared for cultivation. The fort was a stockaded, quadrilateral enclosure, of between four and five acres, with a bastion in the north-west corner, mounting eight small cannon in its third story. The cedar picketing was about fifteen or twenty feet high, and was about 2,500 feet in length, around the fort, the average value of which would be at least four dollars a foot. The bastion was worth about four thousand dollars. On the east side of the fort, inside, were a two-story bakehouse, with ovens and necessary apparatus, worth seven thousand five hundred dollars ; a two-story frame kitchen, worth two thousand dollars ; a long row of dwellings, for the officers and their families, worth about ten thousand dollars ; there was a store used for iron, worth fifteen hundred dollars ; also a blacksmith's forge, worth two

thousand dollars; and an Indian shop, worth the same. On the north side of the enclosure, within, was a commodious and elegant dwelling for the officer in charge, with extensive cellars beneath for the storage of wines and spirits, worth, I should say, at least ten thousand dollars. There was another dwelling on the same side of considerable dimensions, worth five thousand dollars; also, a convenient counting house, worth about three thousand dollars; and a prison, worth one thousand dollars. On the same side was a large and well fitted up granary, worth at least ten thousand dollars; a carpenter's shop, worth one thousand dollars; an excellent root house, worth fifteen hundred dollars; and a press house, worth one thousand dollars. On the west side of the interior was a large two-story sale store, very conveniently and commodiously fitted up; it was well constructed, and not worth less than twelve thousand dollars. On the same side another similar store, worth eight thousand dollars; and a fire-proof powder magazine, built of brick and stone, with arched roof of the same material, and copper doors, worth, I should judge, five thousand dollars. On the south side of the interior of the enclosure were two large warehouses, one of which was for some years occupied by the military as a quartermaster and commissary department store, each of which buildings was worth not less than eight thousand dollars. There was also on the same side a watchman's house, worth one thousand dollars. Outside the fort, on the east, was a large cooper's shop, worth fifteen hundred dollars; and three dwellings for subordinate officers, worth one thousand dollars each. There were also on the same side several barns and sheds; Dundas Castle, and what remained of old Fort Vancouver, all in the occupation of settlers, and on which I will not place any specific value. On the north, outside of the enclosure, were a large two-story warehouse, leased to the ordnance department, worth eight thousand dollars; a large barn, worth two thousand five hundred dollars, which was afterwards burnt; there was an icehouse on this side worth one thousand dollars, and an extensive orchard. Near here was a cemetery, where the remains of several hundreds of the Company's deceased officers and servants have been interred. There was also a church of considerable dimensions, with several dwellings and other buildings attached to it, worth in the aggregate about twenty thousand

dollars. There were also on this side several dwelling houses, worth together three thousand dollars. On the west side of the fort, externally, there was a village containing several streets when I first went there, and occupied by the Company's employés; in this village there were at least ten dwelling houses, worth twelve hundred dollars each; twenty worth at least five hundred dollars each, and nearly as many more worth three hundred each, besides a number in the occupation of Indians and Kanakas, which were of very small value. On this side there were also stables, corrals, pig styes, and cow sheds, the value of which I would estimate at seven thousand dollars. On the south there was a landing jetty, worth two thousand dollars; a salmon store, worth four thousand dollars; and a long range of stables, worth two thousand dollars; and a neat and commodious dwelling, worth the same amount. There were also three buildings, formerly used as hospitals, worth three thousand dollars; there was a bridge, two boat houses, and a distillery, of the aggregate value of four thousand dollars. Almost all the buildings I have described were constructed in the Canadian style, a plan which, though not ornamental, is easily repaired, and will last many years, and which, in the nascent condition of the country, was at once the most economical and efficient for protection and use that could be adopted; and I might mention that, much as this system of constructing the Company's establishments has been undervalued, during the Indian war of 1855-6, many of the settlers in the vicinity came and remained some time for the protection it afforded, and on more than one occasion the ladies and children from the garrison itself came there to find security, which they did not consider the military buildings afforded them. In addition to these improvements before enumerated, the various prairies on the plain exhibited evidence, in the shape of fields and buildings, that they had been occupied and improved at an anterior date by the Company; but at the time I first saw them they were in the possession of American citizens, who claimed and held them under the donation laws of the United States. The condition of the establishment when I last saw it in 1859 was nearly similar to what it was in 1853. Most of the buildings in the village I have described had, however, been by that time destroyed or removed, and

although the establishment was older, I do not consider the buildings were of much less value then, as the Company had extensively repaired those which remained in their undisputed possession during the intervening period.

Int. 4.—Examine this map of the Company's claim, which is in evidence, and state whether it represents that claim in the condition it was when you last saw it; and, if you can, give the names of the settlers on the more valuable portions of the claim, and the value of the various portions.

Ans.—I recognize this map as a fair representation of the Company's claim at Vancouver when I last saw it in 1859, but there are many more settlers on that claim than I see represented on the map. I presume only those are shown who had made final proof of their claims at the Land Office. There were at that date many more settlers on the claim than are shown upon the map. The claims of Nye, Ryan, Short, Mellick, Proulx, Petrain, and Laframboise, cover nearly all the enclosed and cultivated lands of the Company in the vicinity of the fort and on the lower plain, amounting in the aggregate to, I should think, upwards of 3,000 acres. From my intimate acquaintance with the expressed opinion of some of the claimants as to value, and from my knowledge of their business transactions in produce and stock, I would estimate these lands, simply in an agricultural point of view, to be worth at least fifty dollars an acre. The land represented by the map as lying between the fort and the Cath-la poolt River, along the Columbia, exclusive of the claims I have mentioned, is composed of rich alluvial bottoms, in part occasionally overflowed, and very desirable for stock raising purposes; this portion is nearly all settled, and covers an area of somewhere about twenty-five thousand acres, and is worth at least ten dollars an acre for that purpose, more than one claim having been transferred at about that price, but these lands are usually esteemed by the settlers themselves at a higher value. Those claims exhibited on the map along the river front, and above the fort, are mostly timbered; but from their close proximity to the sites of the Company's mills, the timber is of considerable value. The mill sites formerly occupied by them, and now on the claims of Crate and Taylor, are quite valuable, being the most excellent mill privileges anywhere in the neighbourhood for many miles. Those

claims represented as back of the fort and mills are mostly situated on the first, second, third, fourth, and Mill Plains, formerly improved and occupied by the Company, and cover an area, I should estimate, of about twenty-five thousand acres; their value, from facts within my knowledge, I consider to be at least ten dollars an acre on an average, but the majority of the occupants estimate the value at much more. There is much more good land in the vicinity of the claims represented, but further inland, and it is to some extent occupied by settlers whose names do not appear on the map, and amounts, I should say, to fifty thousand acres, more or less, and is worth, I would say, four to five dollars an acre. The rest of the claim, amounting to about fifty thousand acres, is worth at least on an average one dollar and a quarter per acre; much of it is worth a good deal more, there being many fine bottoms, swales, and small prairies interspersed through it, but they are not so accessible as the rest, to which there exist very tolerable roads, originally constructed by the Company.

Int. 5.—What do you know, if anything, about the occupation of Vancouver by the military; and what was done by them on this reserve?

Ans.—About the time I arrived at Vancouver, Colonel Bonneville, the officer in command, reduced the military reserve from four miles square to one, which included the fort and all the most important buildings belonging to the Company in its environs. Until 1856 the Company enjoyed the undisturbed use and possession of their property on the reserve, but at that time the military authorities commenced and continued to call in question the hitherto enjoyed rights of the Company, notwithstanding the frequent and urgent protests made to Captain Ingalls, the quartermaster, by the Company's officers in charge. Some of their buildings outside the fort were taken possession of by persons in the employ of the various military departments. Several were burnt or otherwise destroyed while in the occupation of these persons; the Company's corrals were made use of at first, and finally altogether removed by the quartermaster's department. The landing jetty on the river was removed, and a large warehouse and wharf erected by the Government on its site. The fences, and some of the head-boards in the Company's graveyard, were removed by some of the soldiers

of the garrison at various times, and portions were used as fuel at their quarters. The graveyard became gradually almost obliterated. The authorities ran a fence through it, enclosing a portion within the parade ground, and excluded the rest. The orchard fence was partially removed by the military, and a road was made over the site of a building of the Company's, which had been recently removed, apparently for that purpose. During all this period the United States Government continued the construction of buildings and improvements on the reserve until, in 1859, a sum of between two and three hundred thousand dollars had been thus expended at this post. These improvements naturally tended to curtail the Company's possession of the lands adjacent to their fort. The few animals the Company had remaining up to this time were permitted to graze in the vicinity; but now that privilege was denied to them by the claimants of the land; and Ryan, the holder of the nearest adjacent claim, fenced it up and excluded their stock, in spite of the urgent protest of the Company's officer in charge.

Int. 6.—Do you know of any town site at Vancouver? If so, describe it, and give an estimate of its value, and state the number of lots, and the history of it.

Ans.—When I first arrived there, it was commonly considered among business men that Vancouver was the best and most desirable town site on the Columbia, and I often heard it regretted by these persons that the Company was not in full possession of it, so that lots might be laid off and purchased, with the view to the erection of a city. At about this time the military reserve was surveyed, and its boundaries marked out. A triangular piece of land of about one hundred and fifty acres in extent was found to be excluded from it by that survey; the county took possession of this, and sold lots upon it; but it was also at that time claimed by the St. James's Mission, by Bateman and Morse, and partially by several others. Such, however, was the desire at that time to obtain lots, that several persons extinguished, or attempted to extinguish, the rights of all these claimants by purchase. As it was, the county disposed of much land on this tract at prices ranging from fifty to one hundred and twenty-five dollars per lot. Some few of these afterwards changed hands at as high a rate as one thousand dollars. About half of this tract was more or less occupied by actual residents.

At the mean rate realized for these lots, the whole tract would be worth sixty or seventy thousand dollars. Soon afterwards Mrs. Short laid out and disposed of a number of lots on her half of the Short claim; some of these lots realized about one thousand dollars each, many were sold for five hundred dollars each, and a considerable number for fifty and one hundred dollars each. Many improvements were in progress of erection, and others were projected. At the same rate as a portion was sold for a town site, the Amos Short claim would be worth five or six hundred thousand dollars. From facts within my own knowledge, and from the generally accepted opinion of competent judges, I consider that the Company might have realized at least one million of dollars by the sale of a town site at Vancouver, if their possession and title to even the land occupied as a military reserve had been upheld and confirmed to them by the United States Government.

Int. 7.—What, if any, loss was sustained by the Company in their agricultural operations, and the occupation of their cultivated lands and pasturage for horses and cattle by the settlers and military?

Ans.—There were on the fort and lower plains at least 2,000 acres of very fine land, which had been enclosed and sown with timothy grass by the Company, and which was, when I saw it, in the occupation of Nye, Ryan, Proulx, Mellick, Short, Laframboise, and the military. From this land there could have been annually realized by the Company not less than a profit of twenty dollars an acre from the sale of hay alone. I consider they annually lost on an average, while I was at Vancouver, not less than forty or fifty thousand dollars of profit on the sale of agricultural produce from off this land, and on which profits the parties I have named became wealthy, having to my knowledge for a series of years sold large quantities of produce and stock at the highest prices, which had been produced from the land in question. At the time I first went to Vancouver the Company had few cattle or horses, as nearly all their pasture land was occupied by settlers; but had they been in possession of the extensive ranges in the vicinity, I consider they might have realized a very large amount of profit on the stock they could have raised themselves, or as a rental for the use of the land by other parties.

Int. 8.—What was the size of the town lots you have spoken of in Vancouver?

Ans.—I think the town lots I have spoken of would average six to the acre, excluding streets.

Cross-examination.

Int. 1.—Do you know anything about the boundaries of the Company's claim at Vancouver, except what was told you after you went there in 1853?

Ans.—I am acquainted with a portion of the boundaries, but my principal information is derived from the Company's agents and the settlers in the vicinity. Mr. A. Lee Lewes, the surveyor, once told me what land was claimed by the Company.

Int. 2.—Was not the country so settled up, that the stockades and bastions at Vancouver were of no value for defence after 1856?

Ans.—The country was so settled that after that period there was no apprehension of Indian hostilities.

Int. 3.—Do you mean to swear that a pile of square logs, like the bastions at Vancouver, would be worth, or cost anything like four thousand dollars?

Ans.—With even the improved resources of the country at present, I think it would cost nearly that amount to erect a similar structure at this day.

Int. 4.—Give the particular dimensions of the bakehouse you estimate at a value of seven thousand five hundred dollars?

Ans.—I should estimate it to be 40 or 50 feet long, and between 20 and 30 feet wide.

Int. 5.—Give the dimensions of the blacksmith's building, and state how many forges were in it.

Ans.—The blacksmith's shop was about the same size as the bakehouse, and, as is usual with such buildings, only one story high, and contained two ordinary forges, and two very large ones for ships' work, besides a good deal of useful apparatus for such business.

Int. 6.—Was not the greater part of this apparatus removed by the Company when Vancouver was abandoned?

Ans.—I am not aware of my personal knowledge, but presume the anvils and bellows were removed.

Int. 7.—What was the naked building worth?

Ans.—I should consider the building alone worth \$1,500.

Int. 8.—Give the dimensions of the granary which you value at ten thousand dollars?

Ans.—I should think the granary, from the best of my recollection, was about 60 or 70 feet long, and 30 or 40 feet wide; perhaps a little longer, and two stories high.

Int. 9.—Give the size of the store you value at twelve thousand dollars?

Ans.—I would estimate it at 40 or 45 feet wide, and 90 or 100 feet long, two stories high.

Int. 10.—What rental was paid per month by the military for the warehouse rented and occupied by them, which you valued at \$8,000, inside the fort?

Ans.—Not being connected with the general business of the Company at Vancouver, I never heard the amount of rent from any of their officers: but if my memory serves me, the quartermaster's clerk once told me that he had got the rent reduced to \$75 per month.

Int. 11.—Did not the military continue to pay rent for such of the Company's buildings as they occupied up to the time you left Vancouver?

Ans.—I presume the departments did; but I do not know.

Int. 12.—Was not the orchard of the Company of seedling varieties of fruit, and of little or no value after the introduction of the grafted and cultivated kinds?

Ans.—I presume there was no grafted fruit in the country at the time the orchard was laid out; the fruit was the best of its kind, but not so valuable as the cultivated varieties.

Int. 13.—Is not the church and buildings connected therewith, which you have valued at \$20,000, still in the possession of the chaplains or priests that were placed there by the Company?

Ans.—The church and buildings were, when I left, in the occupation of missionary priests; but whether placed there by the Company or not, I cannot say. There were no chaplains attached to the Company's service while I was at Vancouver.

Int. 14.—Did the Company, while you were at Vancouver, make any use of the hospital buildings for the purpose for which they were erected?

Ans.—For some time after my arrival at Vancouver I had charge of sick persons in one of those buildings, but it was afterwards rented to the quartermaster of volunteers.

Int. 15.—Was any use made of the boat house or distillery after 1856?

Ans.—I think I have seen boats after that date in the boat houses, but what remained of the distillery was in the possession of the quartermaster's men.

Int. 16.—In giving value to these buildings, have you not had reference to the business of the Company in the nascent condition of the country, and not for the purposes of modern and civilized commerce?

Ans.—I have estimated them at what I consider their real value at the time to any one who had use for them. When I last saw them, they were well adapted to the civilized commerce of Oregon.

Int. 17.—Were they not situated in the most beautiful and eligible position for the palatial residences and brick business palaces of the prospective city of Vancouver?

Ans.—There was only one more eligible commercial site in that vicinity, and that was occupied by the city of Vancouver and the United States military buildings.

Int. 18.—Is there not now near the city of Victoria a comfortable residence on the old Hudson's Bay Company's grounds, built in the same style as those at Vancouver, which is left entirely unoccupied and unused?

Ans.—There is a building of the kind you describe, but it was intended for, and is used, as a barn; I know of no residence such as you describe.

Int. 19.—Were not the quartermaster's men and employes that you have referred to as taking the buildings formerly occupied by the Company's servants, simply hired men, who were paid wages, and over whose conduct the military had no more control than of other American citizens?

Ans.—They were not enlisted men, but were in the employment of the United States as mechanics, teamsters, and common laborers; one was occupied by the superintendent of the military works.

Int. 20.—Were any of them such persons as are furnished with quarters or residences by the military?

Ans.—Some of the same grade were furnished with military quarters at Vancouver; and all would have been, had not the buildings I spoke of been available.

Int. 21.—Do you not know that the value of property of all kinds in Vancouver was very much depreciated in 1859 below the prices prevailing in 1855-6, in consequence of the established progress and settlement of Portland as the commercial town of Oregon?

Ans.—When I last saw Vancouver it was in its most flourishing condition. I have learned, however, that since then, owing to an extraordinary overflow of the Columbia River—to the withdrawal of the garrison at the commencement of the war, and of the Hudson's Bay Company and their employés, and owing to the absolute uncertainty of land titles—that the value of real property at Vancouver has somewhat depreciated; but I have also learned that the discovery of mines to the east of the Cascade Mountains, and in British Columbia, has withdrawn a considerable portion of the settled population of Oregon, and consequently has slightly depreciated the value of all real estate in the settled portion of that country. In consequence of the impossibility of establishing a town at Vancouver, owing to the want of a sufficient title to the land, Portland has made material progress; but still it is quite possible that at a future day the town of Portland may be of inferior importance to that of Vancouver.

Int. 22.—How many of the claimants occupying land near Vancouver that you have named were lessees of the Company?

Ans.—I know of none, and I believe there were none.

Int. 23.—How many of the claimants had been servants of the Company?

Ans.—Robie, Petrain, Proulx, Steinger, Crate, Murray, and Laframboise; these are the only claimholders I believe to have been in the Company's service.

Int. 24.—Was not the claim occupied by Ryan also occupied by Mr. Pambrun, under Doctor Barclay, once a medical officer of the Company, who claimed as a British subject?

Ans.—I have no knowledge of Doctor Barclay's claims; a person named Pambrun lived on a portion of Ryan's claim, who informed me that he himself claimed a part of the land as an American citizen; but I have learned that he has since abandoned that claim.

Int. 25.—Was not the Nye claim once held by chief factor Ogden, who sold it to Switzler, and he to Nye?

Ans.—This is the first moment I ever heard of such a circumstance. I don't think Mr. Ogden ever had a claim.

Int. 26.—Do you not know that Mr. James Grahame, who was for a time in charge at Vancouver, and is still in the service of the Company, undertook to hold a donation claim, including the Company's post at Vancouver?

Ans.—I was quite intimate with Mr. Grahame during my residence at Vancouver, and he never told me so, nor did I ever hear that he claimed the place. I believe he had a donation claim elsewhere.

Int. 27.—Who was it that transferred his claim at \$10 per acre, and what year was it?

Ans.—I recollect hearing of several transfers at about that price, but I cannot at this moment name them. I sold the claim of A. Lee Lewes at the Cath-la-pootl, containing half a section of land, about 1856, for between two and three thousand dollars. Van Allman sold, and Petrain bought, half a section of land in 1857 for \$2,800.

Int. 28.—How much improvement was there on Mr. Lewes' claim?

Ans.—There was a dwelling house and outbuildings; the other improvements were immaterial. I think the dwelling house was a story and a half, and about 20 × 30 feet; it was a frame building, painted white outside.

Int. 29.—Describe the improvements on the place Van Allman sold.

Ans.—There was a small frame dwelling house, a very few acres under fence, and a log shed covered with shakes.

Int. 30.—How would this house compare with the slab buildings in the servants' village at Vancouver, which you have estimated at five hundred dollars?

Ans.—Possibly of the same value, although a little more elegant; not more useful.

Int. 31.—Were not the Company allowed the free use of the splendid Government wharf, which was erected at the site of their jetty?

Ans.—I cannot positively say.

Int. 32.—Have you not heard men who lived at St. Helens, Rainier, Astoria, and other places, allege that their respective homes were the proper places for the great city of the Columbia and Willamette commerce?

Ans.—I have not heard men express the same opinion with regard to the future of these places, as I have with reference to Vancouver.

Direct examination resumed.

Int. 1.—Was the value you placed on the bakery, upon the mere building itself, or upon the building and what it contained, ovens, &c. ?

Ans.—In valuing the bakehouse I estimated with the building two superior fire-brick ovens, and the bins, fittings, apparatus, &c., necessary to bake bread for two or three hundred men.

Int. 2.—Were not these employés you mention that were not enlisted men, under the control and orders of the quartermaster and commissary, by whom they were employed ?

(Objected to as leading.)

Ans.—Yes.

Int. 3.—Was the claim of A. Lee Lewes that you have spoken of as sold by you off or on the claim of the Company, and how much of it was cleared or open land ?

Ans.—This claim was immediately adjacent to the most remote boundary of the land claimed by the Company ; it was partially open land, but not an alluvial bottom, similar to that on the Columbia.

Int. 4.—Was the claim sold by Van Allman to Petrain on or off the Company's claim ?

Ans.—It was about two and a half miles below Vancouver ; VanAllman sold it because it was so low that it overflowed.

Int. 5.—How many settlers were there on the Company's claim at Vancouver, and where were they ?

Ans.—There are about fifty settlers on the Columbia River frontage of the Company's claim, and about as many more immediately behind them. I can think of about twenty-five on the Cath-la-pootl. The first, second, third and fourth plains, and their immediate vicinity, are occupied by between thirty and forty settlers. I should think there were a dozen claimants on the Mill Plain and adjacent land. Besides those I have enumerated, I know there are many more, but their names and localities I cannot at this moment recollect.

HENRY ATKINSON TUZO, M.D.

Victoria, Vancouver Island, 27th September, 1865.

John M. Wark, being duly sworn, deposeth and saith as follows :

Int. 1.—State your name, age, residence and occupation.

Ans.—My name is John M. Wark, age 36 years, I reside in Victoria, Vancouver Island, and am a chief trader in the Hudson's Bay Company's service.

Int. 2.—How long were you stationed at Vancouver, and when did you leave it ?

Ans.—I arrived at Vancouver early in September, 1853, and left there about the middle of June, 1860.

Int. 3.—State what you know about the taking possession of the fields remaining in the possession of the Company on the west side of the fort, under what circumstances the enclosures were taken possession of, and the buildings destroyed, and what was done by you in the matter.

Ans.—While I was in charge of the fort in the absence of Mr. Grahame, on the 1st March, 1860, I was called upon by Captains Ingalls, Hardie, and Smith, and Lieut. McKeever, who informed me that they were appointed by General Harney to examine the Company's fields on the west and south-west sides of the Company's establishment, and to report to him as to the suitability of the land for military purposes. I wrote to General Harney on the same day, protesting against any interference with or encroachments on the Company's rights. On the 3rd of the same month I received a reply to my letter, of which the following is a copy :

HEAD QUARTERS, DEPARTMENT OF OREGON,

FORT VANCOUVER, W. T., *March 3rd*, 1860.

SIR,

Your communication of the 1st inst., to the General Commanding, has been received, and I am instructed to state in reply that the Hudson's Bay Company is not recognized as having any possessory rights in the soil of the military reserve at this place, in consequence of the expiration of their charter as a trading Company on this coast. The land in question is needed for military purposes by the command within whose limits it exists. The material of the fences

and other fabrications will be placed at your disposition, on being removed from the reserve.

I am, Sir,

Very respectfully, your obedient servant,

A. PLEASANTON,
Capt. 2nd Dragoons,
Act. Asst. Adj. Genl.

John M. Wark, Esq.,
 Agent of the Hudson's Bay Company,
 Fort Vancouver, W. T.

On the 5th March, 1860, I received a letter from Captain Ingalls, of which the following is a copy :

OFFICE OF ASST. QUARTERMASTER,
Department of Oregon,
 FORT VANCOUVER DEPOT, W. T., *March 5th, 1860.*

JOHN WARK, Esq.,
 Agent or Clerk, Hudson's Bay Company,

SIR,

I am instructed by the General Commanding this Department to notify the Agent of the H. B. Company at this place that the land lying *in front* of my office and the depot premises as far *east* as the line indicated by the markers recently set down by me, is needed for military purposes, and that all enclosures or other obstructions upon it must be removed without delay.

The Hudson's Bay Company have occupied some portions of this land in past years for farming and other purposes. There are now within the limits above described some fences and old buildings. If they possess any value you are at liberty to remove them, and in fact you are respectfully requested to do so within the ensuing week.

Should you not, it will be taken for granted that they possess no value, or at all events are not worth the expense of removal, in which case the Government will police the grounds, placing the material, such as fence rails, &c., at your disposition.

The Salmon House, the Johnson and Field Houses will not be disturbed as they seem to be of some little value. The execution of these instructions will make it necessary that "Kanaka William" find shelter elsewhere. You will therefore please to act in the matter referred to without delay.

William can occupy the old house near the Catholic Church, if desirable, without objection, while the Company is closing up its affairs at this place.

I am, Sir,

Very respectfully, your most obedient servant,

RUFUS INGALLS,

Capt. A. Q. M.

Fort Vancouver, W. T.

On the 12th March, 1860, Government employes, under the superintendence of Mr. Lloyd Brooke, removed the fences of the Company's fields on the west and south-west sides of the fort. On the 16th of same month they burnt down a house that hay had been stored in. On the 19th they removed the hospital and a house which had been in the occupation of the volunteers in 1855 and 1856. On the 20th Kanaka William's house was burnt, and on the 26th the stable and cow-house was pulled down by them.

Int. 4.—State what, if any, further correspondence took place between yourself or any other officer of the Company in charge, between that and the time you left Vancouver, and about what date did you leave Vancouver.

Ans.—On arrival of Mr. Grahame, on or about the 25th of March, he wrote to General Harney, claiming his protection, and entering his protest against what had been done, and Mr. Dallas, on his arrival, I think early in May, renewed the protests that had been made by myself and Mr. Grahame, and stated that under the circumstances he would feel compelled to withdraw the Company's establishment from Vancouver, which was done about the middle of June.

Int. 5.—At the time you left, how many buildings were remaining at the post, and in what condition were they?

Ans.—The fort itself was complete with its enclosures, and my impression is the buildings were in as good repair when we left

Vancouver as they were when I first went there. Most of the buildings that showed symptoms of decay had been repaired, and, with a very few exceptions, were in good order. There were two or three dwellings outside the fort on the south-east corner. An ice house and a large store formerly used by the ordnance department, (but whether they used it or not when I left I cannot say,) were situated to the north of the fort; McFadden's house on the river bank, the salmon store, Johnson and Field's houses mentioned in Captain Ingalls' letter, the church and its surroundings; and there may have been some other buildings which I don't remember.

Int. 6.—What lands, and how situated, were left in the possession of the Company besides the enclosures of the fort?

Ans.—There were two fields to the east of the fort, containing, to the best of my opinion, about fifty acres, more or less, and two small enclosures in front of the fort, containing, I should think, about twelve acres, and the garden, I should think, about four acres. A portion of this land was, I believe, claimed by two parties under the donation law, and the remainder was on the military reserve, and I am not certain but that a portion of it may have been on the ordnance reserve. I never measured any of the above land, and I have only approximated the quantity.

Cross-examination.

Int. 1.—What position in the Company's service did you occupy at Vancouver?

Ans.—I was a clerk in the Company's service.

Int. 2.—How many men were in the Company's employ at Vancouver in 1860?

Ans.—I think about fourteen officers and servants of all grades.

Int. 3.—After you received the letters you have recited, did you make any effort to remove or preserve the property mentioned in them?

Ans.—None that I recollect of.

Int. 4.—Did you not instruct Kanaka William not to remove from where he then was, or to make any effort to preserve his property?

Ans.—I told him not to leave the house until I ordered him.

Int. 5.—Did you order him to change his place as suggested in

Captain Ingalls' letter within the week he gave you to do so, or at any time before he was removed by the military?

Ans.—As far as my memory serves me, William told me that the Quartermaster's men were taking the windows out of his house, and I then gave him another house to live in. I think more than a week had expired after receiving Captain Ingalls' letter.

Int. 6.—After the receipt of these letters did you make any endeavour to remove the hay from the building that was burnt?

Ans.—At the time the house was burnt I think there was no hay in it.

Int. 7.—While you were at Vancouver from 1853 to 1860, how much use was made by the Company of the Columbia River, for the shipment of goods in the boats of the Company?

Ans.—I only remember the Company's boats leaving Vancouver once with goods, I think for Colville; they may have left oftener, but I do not recollect it.

Int. 8.—Was not the principal business done by the Company at Vancouver, while you were there, and especially in later years, that of general traders in merchandize and mining supplies?

Ans.—I think it was in later years, but I think the principal business in 1853, and for some time afterwards, was the supply of the Company's posts on the Upper Columbia and several agencies they had throughout the country.

Int. 9.—Where was the personal property of the Company at Vancouver removed to?

Ans.—It was removed to Victoria, Vancouver Island.

Int. 10.—Was the machinery of the grist mill ordered to be sent there?

Ans.—I was not in charge of the place when we left, and I do not know.

Int. 11.—Was any arrangement made to protect the buildings after the removal of the Company's property, or any effort made, that you know of, to dispose of them?

Ans.—I know of none.

Int. 12.—Who is Mr. Dallas of whom you have spoken?

Ans.—I believe he was a director of the Hudson's Bay Company.

JOHN M. WARK.

Victoria, Vancouver Island, 28th September, 1865.

Document B, being the receipt referred to in the deposition of
WILLIAM CHARLES, p. 171.

Received from James Sinclair, agent for the Hudson's Bay Company at Walla-Walla, a quantity of ammunition as per margin. Said ammunition has been destroyed by my authority, thrown into the Columbia River before proper witnesses, to prevent its falling into the hands of the Indians, under the critical circumstances now existing.

400 lbs. T.P.F. Gunpowder, say four hundred pounds.

1008 lbs. Ball, say one thousand and eight pounds.

NATHAN OLNEY,
Indian Agent.

Fort Walla-Walla, W. T., 13th October, 1855.

CITY OF VICTORIA, } S. S.
Colony of Vancouver Island. }

I, Allen Francis, United States Consul for Vancouver Island and its dependencies, do hereby certify, that the foregoing depositions hereto annexed, of Thomas Lowe, Alexander C. Anderson, Sir James Douglas, K.C.B., Neil McL. McArthur, Archibald McKinlay, William F. Crate, William Anderson, M. T. Simmons, James Tilton, Edward Giddings, John Nicholson, Angus McDonald, Thomas Flett, William Charles, Henry A. Tuzo and John M. Wark, witnesses produced by and in behalf of the Hudson's Bay Company, in support of its claims against the United States, before the British and American Joint Commission for the adjustment of the same, were taken before me at my office in the City of Victoria, and reduced to writing under my direction, and in my personal presence by John M. Wark, a person agreed upon by Edward Lander, Esq., Attorney for said Company, and W. C. Johnson, Esq., Attorney for the United States, beginning on the 1st day of August, A. D. 1865, and continuing from time to time until the 28th day of September, 1865, according to the several dates appended to said depositions, when they were signed respectively. I further certify that such depositions were taken before me in

pursuance of the within agreement hereunto annexed, between said Edward Lander and W. C. Johnson, Esquires.

I further certify that to each of said witnesses, before his examination, I administered the following oath:—"You swear that the evidence which 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 each witness was carefully read to and there signed by him, or for him in his presence.

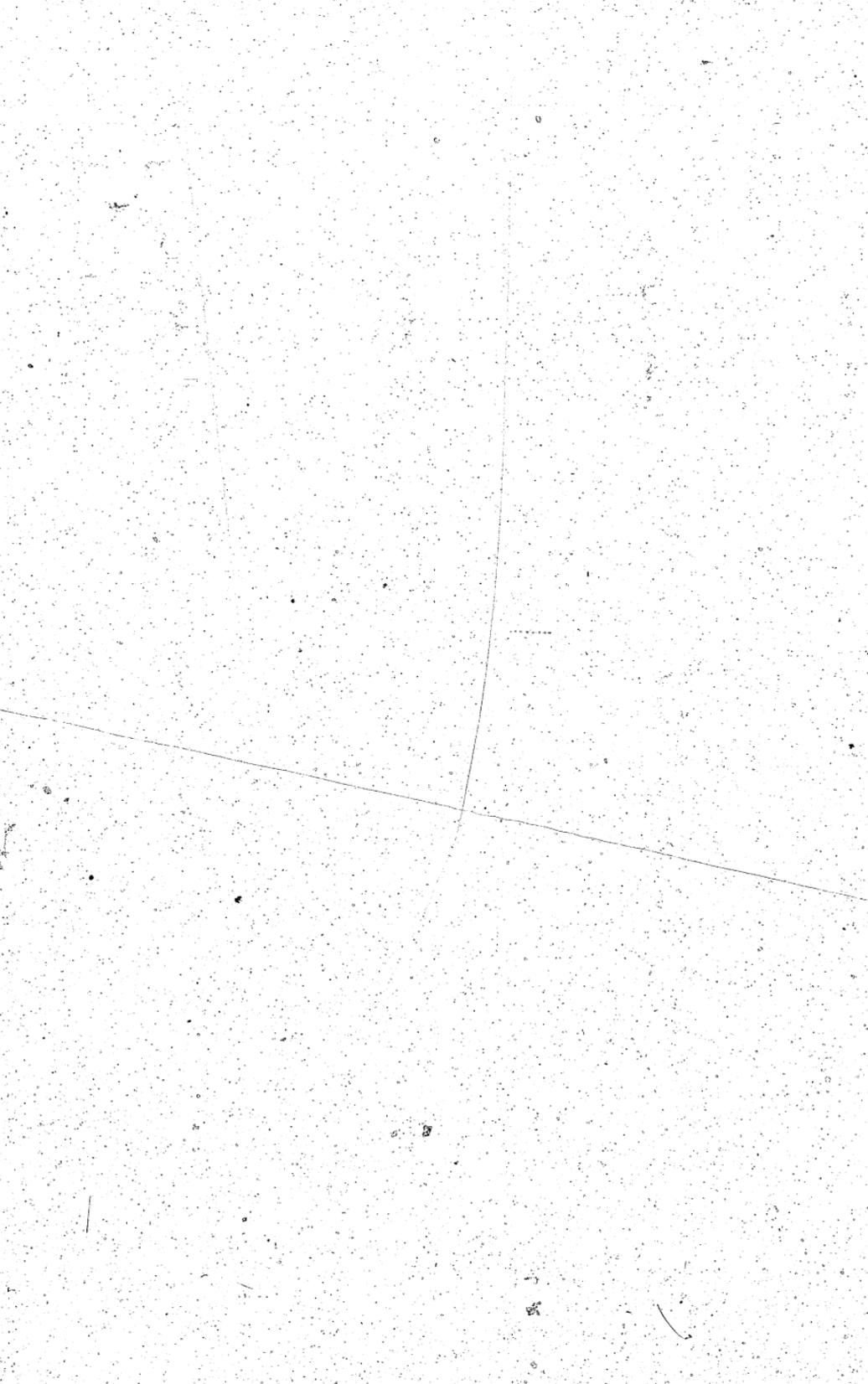
I further certify that W. C. Johnson, Esq., Attorney for the United States, was personally present during the examination and cross-examination of all of said witnesses, and at the reading and signing of their depositions.

I further certify that the documents hereto annexed, marked "A" and "B," and maps marked "C" and "D," are those referred to in the testimony of said witnesses, and used during their examination.

United States
Consulate,
Victoria.

In testimony whereof, I have hereto set my hand and affixed my official seal at my said office, the 29th day of September, A.D. 1865.

ALLEN FRANCIS,
U. S. Consul.



Deposition of *Dugald Mactavish*, a witness examined in the City of Montreal, in behalf of the Hudson's Bay Company, by virtue of an agreement between Charles D. Day, Counsel for the said Company, and Caleb Cushing, Counsel for the United States. Sworn before the Honourable James Smith, one of the Justices of the Superior Court for Lower Canada.

Int. 1.—Please state your residence and occupation.

Ans.—I reside in Montreal, Canada East, and am chief factor in the service of the Hudson's Bay Company.

Int. 2.—Have you been connected with the Hudson's Bay Company; and if so, how long, and in what capacity?

Ans.—I am connected with the Hudson's Bay Company, having entered that service in the year 1833 as a clerk. I was appointed to my present position of chief factor in the year 1851.

Int. 3.—State what you know in reference to the trade carried on by the Hudson's Bay Company in the year 1846, and previous thereto, with the Indians in the country then called Oregon; the manner in which the trade was carried on, names of posts and stations of the Company south of the forty-ninth parallel of latitude.

Ans.—Having crossed the Rocky Mountains from Canada in the year 1839, I was stationed at Fort Vancouver, on the Columbia River, for several years, filling there the position of accountant or book-keeper. I can state that the Hudson's Bay Company carried on a large trade in furs and peltries with the Indians, in the country then known as Oregon, in the year 1846, and for years previously. Oregon then comprised not only the portion which became American territory by the treaty of 1846, but also the country north of the forty-ninth parallel, now known as British Columbia, through all of which the Hudson's Bay Company had forts and establishments, occupied by their own officers and servants, for the purpose of carrying on this trade with the Indians. The occupation of the Oregon country, in the year 1846, for trading purposes with Indians was, one may say, entirely in the hands of the Hudson's Bay Company, and for a long time previous to 1846. The posts occupied by the Hudson's Bay Company in the year 1846, and

for years previously, south of the 49th parallel of latitude, in Oregon, were as follows :

1. Fort Vancouver.
2. Granaries at the mouth of Cowlitz River. "Coweeman."
3. Fort George or Astoria.
4. Fishery at Pillar Rock.
5. Post at Cape Disappointment.
6. Granary and premises at Champoeg.
7. Trading Post at Fort Umpqua.
8. Fort Nez-Percés or Walla-Walla.
9. Fort Boisé.
10. Fort Hall.
11. Fort Okanagan.
12. Fort Colville.
13. Fort at Kootanais.
14. Fort at Flat-heads.

Int. 4.—Describe, if you can do so, the post of the Company at Vancouver, together with the land claim of the Company at that place, the buildings and improvements, its pasturage for stock, its products, number of cattle and horses, and other stock, if any, kept at the post, and the number of persons employed there in different capacities.

Ans.—Fort Vancouver, on the right bank of the Columbia River, about ninety to one hundred miles from its mouth, and within reach of tidal water, was, in the year 1846, a very thorough and complete establishment, it being the head quarters and principal depôt of the Hudson's Bay Company, at that period, on the west side of the Rocky Mountains, and had been used as such from the date of its first establishment, in the year 1825. The main establishment consisted of a stockaded enclosure of about seven hundred and fifty feet in length, by about three hundred and thirty feet in depth, with a bastion at one angle ; within were numerous buildings used for dwelling-houses, store-houses, granary, work-shops, prison, bake-house, powder-magazine. Outside, there were other buildings, consisting of school-houses, church, stores of various kinds, and quite a village of dwelling-houses, in which the company's servants at the post resided, besides an hospital and

shed for boats. There were also sheds and corrals for animals, together with stables, cow-byres, and styes for pigs, and likewise large sheds for grain, all in very perfect order. Attached to the establishment were grist and saw-mills, with necessary out-buildings, situated on the Columbia River, respectively about five and six miles above the fort; and back from the mills a short distance was a plain, known as the "Mill Plain," on which the Company had a very large farm under fence and cultivation, in 1846, and on which there was erected a very complete establishment for farming purposes, consisting of dwelling-houses, barns, sheds, and other convenient buildings. Again, on the lower plain, below Vancouver, and on the Columbia River, there was considerable land under fence and cultivation, on which there were buildings erected, such as barns, dairies, pig-styes, &c. There was also in the immediate vicinity of the fort, much land under fence and cultivation, besides a large garden and orchard, in which a great abundance of vegetable and fruit were produced. Within the fort were two grape vines, bearing fruit, and of some value. There was also, as belonging to the establishment on Sauvies Island, dairies in three different places, at each of which were the buildings for carrying on such operations. The land used by the Company at Fort Vancouver for the purposes of their business, in 1846, and for years previous, commenced at a point on the Columbia River, about two miles above the saw mill, thence following that river down through its meanderings, until joined by a small stream, called the Cathlapootl, nearly opposite to the town in Oregon, now known as St. Helens; this would make a frontage on the Columbia River of from twenty-five to thirty miles; northward, at either end, the claim would run inland for about ten miles. This land was used by the Company for tillage and pasturage. In the year 1846, the Company had, at Vancouver, large bands of horses, horned cattle, and pigs, besides sheep, and in order to feed such a number of animals, much land was required, particularly in the winter seasons. It was also necessary to raise at Vancouver all the grain they could at that period, for the reason that the Company's posts, on the North-west Coast, as well as several of those in the interior of Oregon, depended upon Vancouver for their supply of flour, in order to feed the people at the different places; thus making land

suitable for agriculture a necessity to the Company at Vancouver. For the protection of the Company's business in Oregon at that early date, it became necessary to keep a large establishment of engaged servants somewhere in the country, otherwise the Indians would have been apt to cut off some of the posts where there were few people, or the Company's servants when travelling in small numbers would have been likely to be murdered. All this, of course, was avoided by keeping a sufficient establishment of servants at Vancouver, as the Indians at a distance, although they had the Company's people when they were few in their power, perfectly understood that if they did anything to injure white men, a day of retribution would come, as a party would be sent among them from head quarters to dispense justice and punish the guilty, and so they would gain nothing by their move. This, and other reasons connected with the business, compelled the Company to keep a large establishment of servants at Vancouver, averaging, probably, one year with another, besides officers, something over two hundred men. There were also, one time with another, many Indians employed working about the place.

Int. 5.—State the value of the post at Vancouver, as well in 1846 as since, until the year 1863, giving the value of the lands and of the buildings separately; and state also what was the importance of that post in relation to the other posts, and as a centre of trade.

Ans.—Fort Vancouver, in the year 1846, was the centre of the trade carried on by the Hudson's Bay Company, on the west side of the Rocky Mountains, from whence all supplies were sent to the different posts, and in this way was of much importance in carrying on the business; its position for such a purpose was very good, and the loss of it was a great drawback to the Company, as there is no place north of it where the climate or soil could permit the Company to locate another dépôt so advantageously as at Vancouver. In 1846 the establishment at Vancouver, with its out-buildings, was in very thorough order, having been lately nearly all re-built; taking into account this fact, together with the various improvements at the mills, on the Mill Plain, on the Lower Plain, and at Sauvies Island, I should estimate its value then to the Company at from five to six hundred thousand dollars. 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 an acre. At this period, meaning the date of the treaty, no one else but the Company was in the occupation of land about Vancouver. I left Fort Vancouver in January, 1847, and returned there in September, 1853, at which time I found things much changed, the land formerly occupied by the Company being now claimed by squatters, and but very little left for the use of the Company. The land had, however, advanced much in value, more particularly at Fort Vancouver, where a garrison had been established by the United States. With regard to the improvements at that date—I mean in 1853—there were still many buildings standing, both in and outside of the fort, amounting to a considerable sum in value, and up to the time I left Vancouver, in 1858, the buildings in the occupation of the Company were kept in thorough repair; many, however, of the buildings outside the fort, on what was called the Military Reservation, were burnt down, and others removed by authority of the military during my residence there. With respect to the value of the land at Vancouver, I am clearly of 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, and up 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 two hundred and fifty dollars per acre. The remainder of the land claim of the Company at Vancouver is more or less valuable, according to its locality; thus, I consider the land on the Lower Plain, having frontage on the river for a distance of five miles, or three thousand two hundred acres, as worth one hundred dollars per acre. Below that again, to the Cath-la-pootl, a distance of probably ten miles, with a depth of two miles, or twelve thousand eight hundred acres, is worth twenty-five dollars per acre; 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 thirteen thousand five hundred acres, should be worth from ten to fifteen dollars per acre; the remainder of the claim is worth from one and one half to three dollars per acre. The lands at the fort and Lower Plain at Vancouver are of much value, as they were thoroughly cultivated by the Company, and sown with grass, so that the crop of timothy and clover hay alone, to the present occupants annually, is a small fortune. I cannot give values of land at the present day at Vancouver, my own personal knowledge only reaching to the year 1858, when I left there.

Int. 6.—Look on the list in Document A, under the head of Fort Vancouver and its neighbourhood, and state how far it agrees with your recollection of the buildings and improvements at that post and its neighbourhood, at the time of the treaty of 1846; and declare the condition of these buildings and improvements when they were abandoned in 1860.

Ans.—I have a very perfect recollection of the establishment at Fort Vancouver and its neighbourhood, and the list now shown to me I can verify, not perhaps to the exact measurement of the buildings, but the number is correct, that is in the year 1846. When I left Vancouver, in 1858, the following buildings were still standing:

Within the Fort:

1 Dwelling House.....	170 × 130 feet.
1 " "	70 × 40 "
1 " "	50 × 30 "
1 Office.....	36 × 30 "
1 Kitchen, (uncertain as to size.)	
1 Bakehouse	40 × 25 "
1 Prison.....	21 × 21 "

Stores in the Fort:

1 Store, No. 1.....	86 × 40 "
1 " No. 2.....	90 × 40 "
1 " No. 3.....	100 × 40 "
1 " No. 4.....	100 × 40 "
1 " for Beef.....	75 × 30 "
1 " for Salt	27 × 12 "
1 Iron Store.....	40 × 30 "
1 Granary	50 × 40 "
1 Indian Trade Shop	80 × 30 "

Work Shops :

1 Blacksmith's Forge	45 × 30 feet.
1 Carpenter's Shop.....	40 × 20 “
1 Saddler's Shop....	40 × 25 “
1 Powder Magazine.....	18 × 18 “
1 Large Root House.	

Outside the Fort were :

1 Salmon Store.....	100 × 40 “
1 Stable.	
1 Pig Sty.	
1 Block House. 1 Hospital.....	32 × 22 “
Fort Stockades.	

These buildings were all in tolerable order. The church, with the adjoining dwelling-house, had passed into the hands of the Roman Catholic Mission, who made some claim to the place: the kitchen 60 × 24 feet, together with a dwelling-house 50 × 25 feet within the fort, had been pulled down; two dwelling-houses 50 × 20 feet, and two others 30 × 20 feet, which were outside the fort in 1846, had either been burned down or had been occupied by squatters. The distillery and corn kiln, with the boat sheds outside the fort, had all, I think, disappeared. The buildings in the Lower Plain had been all taken possession of by squatters. On the Mill Plain, the farm buildings were in possession of the Company, and were in good order. The saw mills, in 1858, were virtually in possession of a man named Taylor, who had taken hold of them as claiming the land on which they stood, under the donation act. In 1858, one of the flour mills was in fair condition and still working. In 1858, the houses and improvements on Sauvies Island had long been in the hands of squatters. These improvements and buildings at Fort Vancouver, of which the Company was in possession in 1846, and to the condition of which reference is now made as in 1858, were pretty much in the same state in 1860 as in 1858, except that many of the tenements, such as dwellings, stables, &c., outside the fort, had been removed or pulled down by the military authorities between 1858 and 1860.

Int. 7.—Can you state what was the amount of lumber cut by the saw mill of the Company in the neighbourhood of Fort Van-

cover in one year, and what was the market value per thousand feet?

Ans.—One year with another the saw mill must have cut something like a million of feet of lumber, the price of the same averaging from fifteen to fifty dollars per thousand feet, sometimes more, sometimes less. After 1846, the value of lumber rose very much in Oregon, and for a time this saw mill was of great value to the Company, say in the years 1848, 1849, and 1850.

Int. 8.—Describe separately and particularly, if you can do so, the other posts and stations of the Company enumerated in your answer to the third interrogatory, with the land enclosed or adjacent claimed by the Company, the buildings and improvements, pasturage, stock and products, and state the value of the same as well in 1846 as since, until the year 1863, giving the grounds of your estimates. State also when and how the several posts were established or acquired by the Hudson's Bay Company.

Ans.—My first acquaintance personally with the Company's posts at the mouth of the Cowlitz was in the spring of 1854, and the establishment consisted of two buildings of about 50 × 40 feet each; they were then in very indifferent condition, it not being considered advisable to keep them in repair, for the reason that the right bank of the Cowlitz River, on which they were built, was gradually getting washed away by freshets; this went on until one of the buildings in the course of a couple of years tumbled over into the river, when, by my instructions, the two buildings as they stood were disposed of, I think in the spring of 1857, to a Mr. Huntington. No land was however conveyed by this transaction, so that whatever land the Company claimed there in 1846 they still hold.

My first acquaintance with Fort George was in 1842, and I was again there in the years 1845, 1846, and 1847. The list of buildings there, specified in document A, with the land under cultivation, is correct. The value of the improvements, in 1846, was certainly not less than four thousand dollars, and the land five hundred dollars more; at this present time the buildings, I believe, have all disappeared, but the land must be more valuable now than formerly, as there is quite a town at Astoria at present.

Fort George was originally bought from the Pacific Fur Company, of which the late J. J. Astor was the leading man, in 1813,

by the North-West Company of Canada, from whose hands it passed, in the year 1821, to the Hudson's Bay Company. In 1850, the place was turned over to Major Hathaway, late of the U. S. Army, by the late P. S. Ogden, of the Hudson's Bay Company, for public purposes, at which time the improvements there were worth more than four thousand dollars.

I was first at Cape Disappointment in the year 1842, and again in January, 1846, at which latter period the Hudson's Bay Company was represented there by a trader of the name of Kipling, who was in charge of the place. The improvements then there and in process of building were considerable, and were not of a lower value than five thousand dollars. The land there for public purposes is very valuable, and at the time of the treaty must have been worth from ten to twenty thousand dollars. Since 1846, the cape has become much more valuable, as it is now many years since the United States took possession of it by building a lighthouse, and latterly by the erection of a military establishment consisting of the houses usually required at a garrison, so that I suppose the public buildings now on the land claimed by the Company at Cape Disappointment cannot have been put up for anything less than fifty thousand dollars.

I went first to the Company's place at the Umpqua in the summer of 1854, at which time the fort had been burned down, and it was in the hands of a Mr. Chapman, who had leased it from the late P. S. Ogden, of the Hudson's Bay Company. I have little, therefore, to say about the Umpqua, except that the location is a very fine one, and the land claim there one square mile in extent. I am unable to judge as to the value of the land there now or in 1846, neither can I testify as to the value of the fort in 1846, except by stating generally that it was then in perfect order and had been built at great expense. The Company had also bands of horses and cattle there in 1846, and considerable farming went on at the place. The parties who could have testified regarding the Umpqua in 1846 are dead.

I was first at Fort Nez-Percés or Walla-Walla, in 1839, again in 1840, in 1844, and in 1845. This place was first occupied by the North-West Company in 1818, and was transferred by them to the Hudson's Bay Company in 1821. The Company abandoned it in

the month of October, 1855, during the Yakima Indian war, and by order of Nathan Olney, then agent for Indians in that section of country. There was a great deal of property lost by the abandonment of this post, of which a full statement was made shortly afterwards by the late James Sinclair, and certified to before the Honorable Judge MacFadden of Washington Territory. This document is among the papers to be laid before the commissioners.

Fort Okanagan was originally an establishment of the Pacific Fur Company, purchased, in 1813, by the North West Company, and transferred by them, in 1821, to the Hudson's Bay Company. I was first there in 1839, again in 1840, in 1844 and in 1845. Fort Okanagan is still in possession of the Hudson's Bay Company.

I was first at Fort Colville in 1839, in 1840, in 1844, 1845, and again in 1861; this place was built in the year 1825, the Company having found it convenient to move from the Spokane River, where the trading post of that section of country was originally located, to Colville. Fort Colville is still in the possession of the Hudson's Bay Company, and is a very important place. The lands about the fort having a frontage on the River Columbia of several miles, are very valuable, and are daily becoming more so, in consequence of the discoveries of gold in the British possessions, immediately above Colville, on the Columbia River, and towards the Kootanais country; The soil is very fertile around Colville, as well as in other parts of the land claimed in the neighbourhood.

Fort Hall was purchased in the year 1836 or 1837, from an American trading company. I never was there, but the place was abandoned in 1856 by my orders, in consequence of the Indian war then going on in Oregon, which rendered it unsafe for the Company's people to go backwards and forwards among the Indians from Fort Vancouver to such a distance as Fort Hall, the more particularly as the intervening posts at Walla-Walla and Bois  were abandoned. In fact, previous to giving these orders, two of the Company's men were murdered, bringing despatches from Fort Hall to Fort Vancouver, which compelled me to give up the place.

Fort Bois  I was never at; it was abandoned in the autumn of 1855, in consequence of the Indian excitement there that year, by Mr. William Charles, the officer in charge there for the Hudson's Bay Company. The place was built by the Hudson's Bay Company about 1835.

The Kootanais and Flat-head countries were occupied by the North-West Company early in the century; I think in 1808. I never was at either of these places, but of late years in the Kootanais and Flat-heads, there has been much excitement owing to the discoveries of valuable gold mines.

At all the posts referred to in my reply to the eighth query there was more or less trade with the Indians, for furs and other produce; and with the exception of the stations at Fort George, Cape Disappointment and the mouth of the Cowlitz, farming operations to a considerable extent were carried on, and numerous bands of horses and cattle maintained.

Int. 9.—State the nature of the use and occupation which the Hudson's Bay Company had of all their posts and the lands adjacent to them, and also, whether any other persons claimed possession or contested the right of possession of the Company before the year 1846.

Ans.—The Company made use of all their posts and establishments for trading purposes and for defence, and exercised ownership over them and the lands adjacent to them, in the same manner, for pasturage and tillage, in order to secure supplies of food for their business; timbered land was also necessary at each establishment for building purposes, fencing, fuel, &c. Up to the date of the treaty, in 1846, there were no adverse claimants to land so occupied by the Company at any of the posts; neither at that period were there any parties who disputed the Company's rights to the land in question.

Int. 10.—What was the chief trade carried on at the Hudson's Bay Company's posts, and what were the profits of the Company from that trade, south of the forty-ninth parallel, to the year 1846, and previously to that year?

Ans.—The principal trade carried on at the posts of the Hudson's Bay Company, west of the Rocky Mountains, was with Indians for furs, peltries, and other produce of the country. The profits of that trade, at the posts in Oregon, south of the 49th parallel, in the year 1846, and for years previously, averaged more than seven thousand pounds sterling per annum.

Int. 11.—Was any other trade carried on by the Company from Vancouver, or any other post south of the 49th parallel? If so,

state in what article and with what countries ; and state the profits derived from such trade.

Ans.—For some years previous to 1846, there was a considerable trade carried on from Fort Vancouver, in the export of lumber, spars, shingles, flour, and salt salmon to the Sandwich Islands, the profits from which trade would average, probably, ten thousand dollars annually ; there was likewise quite a business between Fort Vancouver and the Russian American Fur Company at Sitka, consisting in the supply to that company, annually, of flour, wheat, butter, pork, pease and beef, on which trade there was an annual profit averaging from eight to ten thousand dollars.

Int. 12.—Did the trade mentioned in your foregoing answers decline and become less profitable at any time after the year 1846 ? If so, state when, and give, if you can, the reasons for such decline.

Ans.—For a year or two after the treaty of 1846, there was no sensible decline in the trade with the Indians at the posts in Oregon south of the 49th parallel, although there can be no question that our business at Walla-Walla, or Nez-Percés, was seriously affected by the outbreak of the Indians in the winters of 1847–48, when the late Dr. Whitman, with his family, were barbarously murdered, and his mission at Waiiletpu destroyed ; from that date on, up to the time our establishment there was abandoned, in the autumn of 1855, by order of the Indian Agent Olney, the Indians there were never the same people to deal with that they had been, and the trade was never so profitable as formerly. In the same manner the trade at Bois  and Fort Hall was more or less affected until these places were finally abandoned in the years 1855 and 1856. The trade with Indians at Fort Vancouver continued to be good for years after the treaty, and although the Company had been more or less interfered with there, by Indian agents, and others claiming to act under authority of the United States, until, in the month of December, 1853, Isaac I. Stevens, then Governor of Washington Territory, and also Superintendent of Indian Affairs for the same, addressed to the late P. S. Ogden, of the Hudson's Bay Company, a communication directing him, as representing the Hudson's Bay Company, to stop trading with Indians in any portion of Washington Territory, six months from the first day of January, 1854. This order seriously

interfered with the Company's trade at nearly all their posts south of the 49th parallel, which of course caused great loss to the concern, and it was never rescinded. In 1855 what was known as the Yakima Indian war broke out in that country, and in the course of the following year the Indians about Vancouver were all removed to a reservation between the Cascades and Dalles, leaving us from that date on without any Indians to trade with at all in that neighbourhood.

Int. 13.—Can you refer to documents of any description in support of your answers to the last three questions?

Ans.—The chief document I have to refer to is the letter of Governor Stevens of the 20th December, 1853, to the late P. S. Ogden. I would also refer to “Extract from instructions to Dr. “Dart,” and “Extract from Report of Judge Nelson,” which documents are now exhibited to me, and are to be produced before the Commission.

Int. 14.—State, if you can, the manner in which goods and supplies for the Company's trade were transported and distributed among the posts, and what effect the loss of one of these posts would have upon the Company's business.

Ans.—Previous and up to the year 1846, Fort Vancouver being the principal establishment of the Hudson's Bay Company, west of the Rocky Mountains, it became necessary for the purposes of the business, that a line of communication should be kept open between it and all the different posts in the interior of the country, with the view of sending in annually the necessary supplies for the trade, and in like manner to bring the returns of that trade in whatever it might consist, furs, peltries, and other articles, to the depôt, in order to have them sent to market in England. As far, therefore, as it would answer this important purpose, the line of the Columbia River was used as a means of communication to the interior: thus, on leaving Fort Vancouver, we proceed up the river some two hundred miles, and we reach Fort Nez-Percés, or Walla-Walla, situated on the left bank; this of itself was a place of much importance, and it was moreover used as a landing place or depôt for goods to be sent on overland to the Snake country, and for furs to be brought out to; we then proceed up the Columbia river some two hundred and fifty miles further, when we land at Okanagan, on the

right bank, where all the supplies for the interior districts, known as New Caledonia and Thompson's river, are stored for transport by horses to their destination, and the furs are also brought there to go down the river.

Continuing up the river some two hundred and fifty miles, we reach Fort Colville, on the left bank of the Columbia, where the supplies for the Kootanais and Flat-heads are landed and sent on. From all this it will be seen that the three posts mentioned, Nez-Percés, Okanagan, and Fort Colville, apart from their value, as places of trade, were also of primary importance to the business in their connection with the districts above stated, say the Snake country, Thompson River, New Caledonia, and Kootanais, and the Flat-heads, as without the connection between them, the communication between the depôt and the interior generally, would have been so imperfect as to have prevented the business working well or smoothly. The Columbia River was also a necessity, as, in order to keep up the communication between Fort Vancouver and Hudson's Bay, the river was used above Fort Colville some two hundred and fifty miles, to a point in the Rocky Mountains, known as the Boat Encampment, where the Company's people left their boats and crossed the mountains on foot or horseback, as the season of the year permitted. The goods for the interior posts were generally packed in pieces of about 90 lbs. weight each, and the boats used for their transport would hold something over three tons, being of a peculiar build and comparatively light, so as to be easily carried over the portages.

On leaving Fort Vancouver, we went a distance of forty miles to the Cascades, where there was always a portage of considerable length to make both for goods and boats; some forty miles higher up we came to the Dalles, a very bad place at all times, but in the summer freshet of the Columbia, impassable; it becomes, therefore, necessary there to carry the boats, goods and all; so, at the Chutes, fifteen miles higher up, only bad at low water, when anything had to be carried; one hundred miles or so above this, we reach Walla-Walla, or Nez-Percés, where the goods and passengers for that post, and for the Snake country, are landed. We then proceed on, and two hundred and fifty miles further up, we reach Fort Okanagan, having passed some rough water at Priests'

Rapids and at the Isle des Pierres, where goods occasionally were landed and carried, but the boats not. At Okanagan, the goods for New Caledonia and Thompson's River were landed for further transport by horses. On leaving Okanagan, upwards, we have several miles of bad water, known as the Okanagan Dalles. We next reach Fort Colville, 250 miles above Okanagan; just below Colville there is a portage for goods and boats, and again at the fort there is a very long portage, as immediately below Colville the Columbia is barred by the well known Kettle Falls. Some forty-five miles above Colville we reach the forty-ninth parallel, with only one barrier about half way—say, the little Dalles. From the boundary line to the Lakes, there is a distance of fifteen miles; the lakes are probably 120 miles in length, and from thence to the Boat Encampment, there is about seventy miles more, all rough water.

Several trips were made, during the season of open water, annually on the Columbia, from Fort Vancouver to Fort Colville and back, as business required; and between Fort Vancouver and Hudson's Bay there was one voyage every year, leaving Vancouver in the spring, with documents and books, and also taking out all the servants whose contracts had expired, and who wished to return to Europe and Canada, as the case might be, returning in the autumn from York Factory with the young recruits necessary to replace the hands who left, or were leaving the service. From all this, it is clear that the Columbia River formed a very important link in the chain of communication, not only between the posts of the Company on the west side of the mountains, but also between these posts and Hudson's Bay. The use of the portages on the Columbia was also a prime necessity, as, without them, it was quite impossible to navigate the river. As the business was then organized, the loss of any of the posts would have been attended with very serious consequences, much similar to the breaking of a link in a chain of any kind, which is thereby rendered useless.

Int. 15.—How many officers and men were maintained by the Company at all their posts west of the Rocky Mountains, and south of the forty-ninth parallel in 1846, and for many years previous thereto, and what was the effect of their establishment, and the manner in which their business was carried on, upon the native tribes and on the business itself?

Ans.—In the year 1846, and previously, the number of officers employed at the different stations west of the Rocky Mountains was between fifty and sixty, and of engaged servants something over five hundred. Besides these, there were numbers of Indians at the different establishments employed as labourers and voyagers. These men, under proper officers, distributed through the country at the different posts, kept the Indians generally in good order, and prevented them, as I have already mentioned, from attempting to injure the Company's servants when they had them in their power, as the Indians knew, with this force at the disposal of the Company, it would be impossible for them to injure the whites with impunity. The requirements of the business also, and the immense tract of country occupied by the Company, made it necessary to maintain a large staff of officers and men—the management of horses and boats also requiring labour well skilled in such duties, and in great abundance, and for the want of which it would have been impossible to carry on the business at all. With this force at their disposal also, the Company were prepared to meet any opposition in the fur trade promptly and efficiently, thus giving them the virtual control of the Indians in Oregon, and a monopoly of the trade with them for many years previous to the date of the treaty.

Int. 16.—State, if you can, what has been done by the Hudson's Bay Company in exploring the country, opening roads, improving the Indians, and assisting the early settlers in Oregon, and the expenses incurred in doing so.

Ans.—From the days of the North-West Company, there were trapping parties always moving about, who explored all over the Flat-head and Snake countries, and also first opened up the land-route between Oregon and California. At the different establishments, particularly at Fort Vancouver, there were roads made at considerable outlay, and the road between Cowlitz and the Nisqually country was first opened by the Company. The various portages on the Columbia River were also made and cleared at some expense. With respect to the Indians, much was done to civilize them, and at the date of the treaty, generally, the Indians in Oregon were favourably disposed towards the whites, who were then settling in the country, entirely owing to the influence the Company's people had acquired over them. Every assistance was

given by the late Dr. McLoughlin, and the Company's officers generally, to the early settlers in Oregon. All this was at an immense outlay to the Company, but what the amount of that outlay was I can hardly say; indeed, it would be difficult to estimate the outlay which the establishment of a business like that of the Hudson's Bay Company, in the wilderness of Oregon, remote from every source of supply, necessarily involves. The outlay in exploring the country and opening roads, the cost of labour, the strong force required as a protection against the natives, all necessary for the change effected in the country, by which large tracts are brought into cultivation, and made to produce the necessaries and comforts of civilized life, and the Indians were conciliated and led into friendly relation, were enormous, and resulted in benefit to the United States, which, judging from the history of other colonies, it would have cost millions to acquire.

Int. 17.—Do you know of any instance in which the Company have rendered assistance to the United States in their wars with the Indian tribes, or have recovered American citizens taken captive by hostile Indians? If so, state fully your knowledge on these subjects, and if you have in your possession any documents or papers in support of your answer, produce them.

Ans.—In the winter of 1847-8, the late Peter Skene Ogden, on receiving intelligence of the murder of Dr. Whitman, left Fort Vancouver with a party of men in boats, and proceeding to Fort Nez-Percés, succeeded in rescuing from the hands of the Indians a number of American citizens, principally women and children, bringing them all back in the boats to Fort Vancouver. Mr. Abernethy, then Governor of Oregon, addressed a communication, of date 17th January, 1848, thanking Mr. Ogden for the service he had performed; the copy of that letter is herewith produced, and I believe it to be a true copy of the original.

In the years 1855 and 1856, at the written request of George L. Curry and Isaac I. Stevens, then respectively Governors of the Territories of Oregon and Washington, supplies were furnished for the use of the volunteers raised by authority of these Governors, for the prosecution of what was known as the Yakima Indian war, at the different establishments of the Hudson's Bay Company in Washington Territory, and vouchers obtained from the proper

officers for the same ; but when pay-day came, for some reason, the Third Auditor of the Treasury at Washington cut down the bills to the amount of something like thirty thousand dollars, which sum remains unsettled to this day. The letters of Governor Curry to me, dated respectively 16th, 21st, and 23rd October, 1855, and of Governor Stevens, dated 17th February, 1856, are herewith produced.

Int. 18.—Do you know whether any of the lands of the Company were taken possession of against their will? If so, state whether the persons so taking possession claimed a right to enter upon the lands under any donation or other law, or under any and what pretence, and whether they were private citizens or officers of the United States; and declare fully the circumstances under which the Company were so dispossessed of their lands, distinguishing the trespass of private persons from the acts of the officers of the United States, and giving, as far as you are able, the dates and particulars.

Ans.—When I left Oregon, in 1847, the country around Vancouver was entirely in the possession of the Hudson's Bay Company, but on my return there in September, 1853, there was very little land left for them to occupy, and that little was pretty near all under fence. The land claim, therefore, of the Company at Fort Vancouver had been squatted upon by parties in all directions, who said they did so under the provisions of what was known as the Donation Act, passed by Congress, and also acting upon the interpretation placed upon the Company's rights under the treaty of 1846, such as enunciated by Governor Stevens to the late P. S. Ogden in his letter of December, 1853, already referred to in answer to the thirteenth interrogatory, and by other public men in the United States, who limited the rights of the Company to something very small indeed. Several parties in the neighbourhood of Fort Vancouver and on the Mill Plain were warned to desist from time to time in their operations, but without effect, as they all nearly made good their hold on the lands they had squatted on, taking possession of the Company's improvements without scruple. A man named Taylor thus got hold of the Company's saw mills sometime early in 1857, and retained them. Another man, Ryan, close to the fort, ran fences across the Fort Plain where the Com-

pany's stock used to pasture, and which had been all sown with timothy. The military authorities of the United States first established themselves on the claim at the back of the fort at Vancouver in the summer of 1849, by permission of the late P. S. Ogden; the conditions of such occupation will be found in a memorandum of agreement, signed by Rufus Ingalls and P. S. Ogden, and dated 1st June, 1849. The Company got on very well indeed with the military for several years, say until 1856, when some misunderstanding arose from the garrison fence being run through the burying grounds of the company; this was followed by a variety of aggressions of a like nature, such as building a wharf and store at the beach, contrary to the expressed wish of the Company, in the summer of 1857. I left Vancouver in the summer of 1858, and was succeeded in the charge of the Company's business there by Mr. James Allan Graham; that gentleman had much trouble with the military, who were then under the command of General Harney, who in the spring of 1860 told the Company's representative in writing, that the Company had no rights whatever to anything on the military reserve at Fort Vancouver, in consequence of which Mr. Dallas, the senior officer of the company on the North-West Coast, decided on withdrawing from the establishment and abandoning everything, which was done after formally protesting to General Harney with regard to his conduct. At Cape Disappointment the government of the United States took possession of the Company's land claim there, without any notice being sent to the Company's representative in Oregon. A light-house was first erected at the cape, and after that the place has been made use of for military purposes, guns of heavy metal being now in position about the light-house, and the place in Baker's Bay, formerly occupied by the company's establishment, is the site of officers' quarters; and there are also other buildings there, intended for soldiers' houses and stores.

Int. 19.—Have you in your possession, or can you refer to, any letters or documents in support of your answer to the last interrogatory?

Ans.—There are a great many letters and documents referring to my reply, which will be found in the lists of papers produced by the Company.

Int. 20.—Do you know of any precautions taken by the Company for the protection of their lands by placing their own servants upon portions of them? If so, declare fully your knowledge, with the dates and circumstances, so far as you can, and state whether these portions of land ever in fact were out of the possession of the Company.

Ans.—Under the laws of the Provisional Government of Oregon, and previous to the year 1846, it was considered advisable, in order to prevent parties who might be so disposed coming to squat on lands near Fort Vancouver, and thus causing trouble in the country, to place the lands in the neighbourhood of Vancouver in the Register Office at Oregon City, in the names of individuals, who were servants of the Company, which was done; but these individuals were never in possession of the land nor pretended to any right in it. The land remained, as it was before, in the hands of the Company.

Int. 21.—Were any proceedings taken by the Company in the local courts for the ejection of trespassers, or for the protection otherwise of their rights in the lands of which they were dispossessed? If so, state the result of such proceedings, and whether for any cause, and what, the Company were unable to obtain protection from the local courts. If you can refer to any written or printed papers in support of your answer to this interrogatory, please do so.

Ans.—During the term of the Provisional Government of Oregon, proceedings were instituted in the local courts against Amos Short, who, soon after the treaty of 1846, squatted on the Company's lands immediately below Fort Vancouver. It was only in the autumn of 1850, however, that the first court was held in Clarke County, in which Fort Vancouver is situated, under the Territorial Government of Oregon, by which time there were a great many squatters on the Company's lands, and whose opposition to the Company was such, that it was impossible to have got an impartial verdict from a jury in a case where the Company's land was concerned; it was therefore not considered advisable to try such matters in the local courts, so that in reality there was no protection for the Company in these courts, although the Company paid all taxes, and did all they could to support law and order in the

country in every possible manner. The Company did everything that could prudently be done to maintain their rights in that country, and were placed in a very difficult position for the want of a proper definition of their rights under the treaty. Some proceedings were also taken by me against Taylor and Ryan, before mentioned, as squatters, but with little or no effect. In the case of the military taking possession of the fort at Vancouver there was nothing left for the Company but to abandon the place. I think there are no papers to refer to in this reply.

Int. 22.—State the effect upon the trade and business, and upon the general interests of the Company, of being dispossessed of portions of their lands, as stated in your foregoing answers, and the course adopted by them in consequence, declaring, as fully as you can, the circumstances with the dates and other particulars. If you can refer to any written or printed papers in support of your answer to this interrogatory, please to do so.

Ans.—The consequences to the Company of the occupation of their lands by squatters and others were most disastrous; thus, for instance, the Company, in 1846, had large bands of cattle, horses, and pigs, about Fort Vancouver and on Sauvies Island, which in the course of a few years all disappeared, having been driven away, or killed by every one who wished to do so; this, of itself, was an incalculable loss to the Company, as with the power to allow these flocks and herds to increase, and to dispose of their surplus stock, a great deal of money would eventually have come into the Company's hands, for which they never got a cent. The Company was also prevented from turning all this land, which had gone into other hands, to any profitable account, which they might have easily done by cultivation, and the production of articles which always sold readily and well on that coast.

The abandonment of Fort Vancouver in May, 1860, in consequence of the conduct of General Harney, was obviously attended with great loss and inconvenience to the Company. In the same manner the abandonment of Fort Nez-Percés, and the property there, by order of the Indian agent, Olney, in October, 1855, was a very heavy loss to the Company; as also the abandonment of Fort Boisé, in September, 1855; also the abandonment of Fort Hall, in 1856.

There was much correspondence with the military officers at Vancouver, up to the date that Vancouver was abandoned, which is now produced. Also with respect to the abandonment of Fort Nez-Percés, there is Nathan Olney's letter and receipt of October, 1855, to the late James Sinclair, and the official statement of the latter as to the property abandoned.

Int. 23.—State the course which the Government of Great Britain has pursued towards the Company, with respect to their possessions in Vancouver Island, and declare whether those possessions were or were not held by the Company, under the same circumstances and with the same claims and rights only as those for which the present claim is made.

Ans.—The position, in 1846, of the Company, with regard to the posts occupied by them on the west side of the Rocky Mountains, in Vancouver Island, was exactly similar to their position as to the posts now lying within the territories of the United States.

The British Government granted to the Company nearly all the land they claimed on Vancouver Island, with their improvements.

Int. 24.—Can you state whether any applications were made by the Company to the United States Government, either directly or through Her Majesty's Government, for protection and redress under the terms of the treaty of 1846?

Ans.—The Company in London, through the British Government, applied to the Government of the United States for redress on more than one occasion; but I scarcely know what shape the application took, or with what result.

Int. 25.—Do you know of any persons now deceased, who, from their connection with the Company, and their knowledge of its affairs could have given evidence upon the present claims? If so, state the names of such persons, the nature and time of their connection with the Company, and other circumstances showing their knowledge.

Ans.—*John McLoughlin*, deceased at Oregon City, September, 1857; was connected with the Company's business on the west side of the Rocky Mountains, as chief factor, and principal officer, from the year 1824, until the year 1846, when he retired from the service; his knowledge of the whole country was very full.

Peter Skene Ogden, deceased at Oregon City, September, 1854; was at the time of his death chief factor and senior officer at Fort

Vancouver, and in the Oregon district. Had been on the west side of the mountains since the year 1818, and was well acquainted with the country, having served in all directions at the posts; he had also led trapping parties all along through the Snake country, thence down the Colorado, to what is now known as the Gila country; had also trapped on the Sacramento River and come through from there to Vancouver with his men by land.

James Birnie, deceased at Cathlamet, Washington Territory, December, 1864; was connected with the Company's business on the west side of the mountains, as clerk, from the year 1818 until 1846, when he left the service; was well acquainted with Colvile, and also with Fort Vancouver, as also with the Company's claims at Fort George, Pillar Rock, and Cape Disappointment.

Adolphus Lee Lewes, deceased at Fort Vancouver, September, 1856; was connected with the Company's business on the west side of the mountains, as clerk and surveyor, from 1840 to 1853, when he finally left the service; was well acquainted with the Company's land claims at Fort Vancouver and Cape Disappointment, which latter he surveyed in February, 1846.

Paul Fraser, deceased in British Columbia in 1855; was at the time of his death a chief trader in the service; was previous to 1846, well acquainted with the Company's claims at Umpqua and Colvile.

Henry N. Peers, deceased at Victoria, Vancouver Island, in 1864; was from the year 1843 to 1857, when he left the service, well acquainted with the Company's establishments at the date of the treaty at Fort Vancouver, Fort George, Cape Disappointment, Pillar Rock, and Fort Umpqua.

John D. B. Ogilvy, killed at Bentinck Arm, British Columbia, 1865; was in the service of the Company on the west side of the Rocky Mountains, in the capacity of clerk, from 1852 until 1860, when he left; was at Fort Nez-Percés in the autumn of 1855, when Mr. Sinclair abandoned that post by the order of Indian Agent Olney.

James Sinclair, killed by Indians at the Cascades, Columbia River, March, 1856; was in charge of Fort Nez-Percés, when that place was abandoned the autumn previous, by order of Agent Olney.

All these men, and particularly Messrs. McLoughlin, Ogden, Birnie, Lewes and Peers, were thoroughly acquainted with the nature and value of the Company's possessions and business, and could have given most important testimony in support of the present claims. In addition to these names must be added that of Sir George Simpson, whose extensive knowledge of everything connected with the present claims, including all the efforts made under great difficulties for obtaining a settlement, would have rendered him an invaluable witness. He died at Lachine in the year 1860.

Int. 26.—Referring to the eighteenth and twenty-second interrogatories, and to your answers to them, can you state the amount of damage suffered by the Company in the loss of annual profits, in consequence of the acts and circumstances therein mentioned? If so, please to declare your knowledge on that subject, with such details relative to the several posts as you may be able to give.

Ans.—I should estimate the loss sustained by the Company, in consequence of the occupation of their lands around Fort Vancouver and neighbourhood, by squatters and others, commencing with the year 1850, owing to which the Company's cattle all disappeared and other damages were incurred, at from forty to fifty thousand dollars annually. For the forced abandonment of Fort Vancouver in 1860, by order of General Harney, I should estimate the loss to the Company at one hundred thousand dollars. The forced abandonment in 1855, of Fort Nez-Percés, by order of Indian Agent Olney, I should estimate the loss to the Company at from ten to fifteen thousand dollars annually, and a like sum for the forced abandonment, in 1855 and '56, of the Company's posts at Forts Hall and Boisé in the Snake country.

Int. 27.—State, if you can, in general terms, the amount of traffic and navigation carried on in the year 1863, and the ten preceding years, upon the Columbia River, and the probable annual value of the same, and estimate, as nearly as you can, what the free navigation of that river would have been worth to the Hudson's Bay Company.

Ans.—It is impossible for me to say what the value was of the business, in 1863, of carrying freight and passengers on the Columbia River, but it must have amounted to a large sum, and must now be

something much heavier, the traffic having increased greatly in consequence of the discoveries of gold in the country, in the interior of the Columbia, east of the Cascades; the number of steamers employed, together with the railroads at the Cascades and Dalles, shew that the business must be profitable, in order to allow an interest on the increased amount of capital employed in carrying it on. To the Hudson's Bay Company, the right to carry on a similar business on the Columbia River, would be of incalculable value, and it is quite out of my power to name a sum which I should consider an equivalent for their quietly giving up that right.

Cross-examined by William G. Choate, Esq., on behalf of the United States.

Int. 1.—What is your name in full?

Ans.—Dugald Mactavish.

Int. 2.—Where were you born, and of what nation are you a subject or citizen?

Ans.—I was born in Scotland, and am a British subject.

Int. 3.—Have you been in the service of the Hudson's Bay Company continuously since you entered it in 1833? If not, state at what intervals you have been out of it.

Ans.—I have been in their service continuously since 1833.

Int. 4.—Are you now in their service, and do you expect to continue therein?

Ans.—I am, and I expect to continue.

Int. 5.—Are you a stockholder of the Company, or have you any pecuniary interest in the prosecution of their claim against the United States?

Ans.—I am not a stockholder in the Company. I have an interest in the fur trade branch of the business of the Company, and whatever interest the fur trade branch has in this claim I have an interest therein.

Int. 6.—What is the extent of your interest in the fur trade branch?

Ans.—My interest in that branch is two eighty-fifths of forty hundredth parts of the profits of that branch of the business.

Int. 7.—Have you $\frac{2}{85}$ of $\frac{40}{100}$ interest in that part of the amount to

be recovered of the United States which shall come to or be apportioned to the fur branch of the trade?

Ans.—I believe so.

Int. 8.—Do you know what part of the whole claim belongs to the fur trade branch, and how its share is to be ascertained?

Ans.—I cannot of course say.

Int. 9.—Have you any interest in the amount that may be recovered for the lands, buildings, cattle or other property of the Company?

Ans.—I have. My interest extends to the whole amount of the claim of the Hudson's Bay Company. By the fur trade branch I mean the entire trade and business of that Company on this continent.

Int. 10.—What were your duties, as clerk, from 1833 to 1851, and where were you?

Ans.—From 1833 until 1835 I was stationed at Moose Factory on Hudson's Bay. From 1835 until 1837 I was at the post called Michipicoton on Lake Superior. From 1837 until April, 1839, I was in the Company's office, at Lachine, on the island of Montreal. In April, 1839, I crossed the Rocky Mountains, and arrived at Fort Vancouver, in October of that year. In March, 1840, I re-crossed the Rocky Mountains, and went to York Factory on Hudson's Bay, and returned to Vancouver, reaching there in the month of October following. I remained at Fort Vancouver, or in its neighbourhood, until the month of March, 1844, when I again crossed the Rocky Mountains, going to York Factory, returning to Vancouver in October following. In March, 1845, I again went to York Factory, and returned to Vancouver in the month of November. In December, 1845, I left to go to San Francisco in the Company's barque *Vancouver*, but only crossed the bar of the Columbia. On the 25th February, 1846, having been detained in the meantime by tempestuous weather at Fort George and Baker's Bay, at the mouth of the Columbia, I arrived in San Francisco about the 14th March following. About the 25th of June I sailed in the same vessel, on my return to the Columbia River, crossing the bar about the 5th of July, reaching Fort Vancouver a few days afterwards, where I remained until the 8th January, 1847, when I again left the river for San Francisco, crossing the bar about the middle of January, reach-

ing San Francisco about the end of the month. After a detention there of a few days I sailed for the Sandwich Islands, and reached Honolulu, and remained until August, 1852, when I left there for England.

My duties at Vancouver were those of book-keeper or accountant, attending to stores and warehouses, &c., the usual duties of a clerk.

Int. 11.—What had you to do while at Vancouver, before 1852, with the farming operations of the Company?

Ans.—I never had any particular charge of the farming operations of the Company. My particular work was with the books, but I rode about, and knew pretty much what was going on.

Int. 12.—What was the limit of the pasturage used by the Company on the north?

Ans.—The country became mountainous and unfit for pasturage about ten miles from the River. There were always herdsmen with the cattle, who moved about with them from place to place, and prevented their wandering towards the north beyond the places fit for pasturage.

Int. 13.—What was the limit of the pasturage range on the west?

Ans.—Cath-la-pootl river was the limit on the west. In places at low water it is fordable, but at high water quite a stream.

Int. 14.—What was the limit of the pasturage on the east?

Ans.—I don't think there was any natural barrier there; there were some small streams, but not of any account. Above the fort the cattle were mostly about the saw mill. The principal pasturage was below the fort and behind.

Int. 15.—Was there any well defined limit of the Company's claim or occupation on the east?

Ans.—I think there was some boundary marked or blazed out for a mile or two back from the river.

Ques. 16.—Did you ever see any such marks or boundary line?

Ans.—My impression is that I have seen them, but I could not be positive, it is so long since I was there.

Int. 17.—What part of the land about Vancouver was fenced and under cultivation while you were there, before you left in 1847?

Ans.—I think on the Mill Plain there must have been all of a thousand acres under fence. In the neighbourhood of the fort,

what was called the Fort Plain, and the Lower Plain, there must have been, I think, about five hundred acres more. There had been about Fort Vancouver a good deal more land under cultivation, but which, in 1846, was not under fence.

Int. 18.—Are you able to state what was the productiveness of the cultivated land?

Ans.—I suppose the land there gave 25 to 30 bushels of wheat to the acre—that is on the average—perhaps some portions of it even better.

Int. 19.—How many cattle, sheep and pigs had the Company, in 1846, at the post of Vancouver?

Ans.—It would be difficult for me to reply at this moment, but I think there must have been from 1500 to 2000 head of horned stock, I suppose 2000 sheep, or more, and several hundred pigs, and about 600 horses. My memory may not be accurate about the numbers; had no special charge of the stock.

Int. 20.—What was done for the protection of the stock in the winter?

Ans.—Bad winters, that is when there was snow, the cattle in the neighbourhood that could be brought in were brought to the barns at the fort and on the Mill Plain, and other convenient places, wherever there was cultivation, and they were fed there with hay and with straw. There must have been a good many cattle lost in the winter, from time to time, among those at a distance that were not brought in in this way.

Int. 21.—Were the cattle branded or otherwise marked?

Ans.—All branded.

Int. 22.—Were not the horses and cattle of Indians and traders and hunters allowed to depasture within the limits of the Company's claim, as you have defined it?

Ans.—The Indians in places had occasionally horses there, but you rarely ever saw what you might call a band of Indian horses on these lands.

The Indians at Fort Vancouver and its vicinity were River Indians, who used canoes as a means of locomotion, and were not possessed of horses.

The Klickatats were accustomed to use horses, more or less, but even they had but very few animals. They were not resident

Indians, but were coming and going, and when they came with horses for the purposes of trade, they pastured these horses there.

There were no independent hunters or traders.

Int. 23.—Outside of the fenced lands, as you have defined them, was anything done for the improvement of the lands used for pasturage within the limits of the Company's claim?

Ans.—On the open land, where it was not timbered, grasses were sown in different places. In many places the land was ploughed up, and grasses sown, and the native grasses driven out. There were signs of the improved grasses down the Columbia a long way. There had not been so much done in the interior; but wherever it was open, and there were plains, there had been sown timothy and other seeds. At this distance of time, I could not say what proportion of the land had been so sown.

Int. 24.—Were you familiar with, and often upon, the whole of the Company's land, especially that part remote from the river?

Ans.—I have ridden in various directions over it, but I couldn't say that I was familiar with the back parts of it.

Int. 25.—Was there not a good deal of land within the limits very poor and unfit for pasturage?

Ans.—I suppose that in places it may have been so. I couldn't say exactly how much. There were places heavily timbered. Of the open plain, about the fort and the Mill Plain, and the Lower Plain, the land was good; but back on what they called the First, Second, and Third Plains, the land looked poor, but with the use of sheep the land would produce fine crops. This was a part of the land that had been cultivated. There were spots back of the Mill Plain, back from the river, where the land was poor. The land south-west of the Fourth Plain was mostly bad, dry, and heavily timbered.

Int. 26.—Is there not a large part of the land within the Company's limits so poor that it will never be of any value for agricultural purposes, considering the great amount of fertile land to be had in that country?

Ans.—The amount of fertile land in Washington Territory is really very small, and I question if there is anything better in the Territory than that about Fort Vancouver, including the Lower Plain and the land along the river, which is really very good indeed.

As compared with this portion of the Company's claim, the back parts which I have referred to as being of an inferior quality, are certainly not nearly so valuable; but I question very much if, when the timber is all cleared off, and the land otherwise opened for cultivation, there is very much of the whole plain that will be found unsuitable for agricultural purposes.

Int. 27.—Of what materials were the buildings at Vancouver?

Ans.—Wood and timber. The powder magazine, I think, was of brick.

Ques. 28.—In what condition were they when you left, in 1847?

Ans.—They were all then in good order.

Int. 29.—Were not a part of the buildings especially adapted to the peculiar trade and business of the company, and of little or no value for other purposes?

Ans.—The fort, of course, was picketed in for defence against Indians. For a settlement anywhere else, where defence was not required, such buildings would not have been put up, but still the buildings were good, substantial buildings, and would have been good enough for any business anywhere.

Int. 30.—Were the buildings, as they stood in 1847, well adapted for a merely agricultural establishment? Were there not more of them than necessary for this purpose?

Ans.—For the purposes of the business, as it then stood, I do not consider that it was larger than was requisite. Besides the trade with the Indians, there was a considerable trade for supplying the settlements on Willamette Valley. For agricultural operations alone, the place was larger than was necessary.

Int. 31.—Did you ever see the original paper of which Document A is a copy?

Ans.—I don't think I ever did see it.

Int. 32.—In all your estimates of the value of the property of the Company, state whether you have been guided by your judgment of what it was worth to the business of the Company, in the state of the country, as it was arranged at and before 1846, or your knowledge of its value in the market at dates subsequent to that time, taking into consideration the change in population, business, and the supposed change in the jurisdiction of the country?

Ans.—In the condition of the country, as it was in 1846, there

was no opportunity to dispose of the property if the Company had wished to do so. My estimates of the value of the property are based on its value to the Company for the purpose of its business as then carried on. Vancouver was the most promising settlement in those days on the Pacific coast, and this may affect somewhat the estimates. I am not guided by prices of land at a later date or subsequent changes.

Int. 33.—After leaving Vancouver, in 1847, when did you return to that place, and how long were you there?

Ans.—I returned in September, 1853, and left at the end of June, 1858.

Int. 34.—Were you there during that whole interval?

Ans.—I think so. I was away occasionally for a few days at a time.

Int. 35.—What were your duties as a chief factor during that time?

Ans.—I was what was called a member of the Board of Management, consisting at first of Peter S. Ogden and myself; after his death, in September, 1854, I was alone, and represented the board until June, 1857, when W. F. Tolmie and myself formed the board, so long as I stayed there. The board had the management of affairs, and of the district of country embraced by the posts situated in the territories of Oregon and Washington.

Int. 36.—Are the values given by you of land at Fort Vancouver, in your answer to the 5th direct interrogatory as \$250 and \$100 per acre, prices that land in that vicinity were in your opinion actually worth, or what you think it might have become worth, upon a supposed increase of population that might have been brought about if the Company had been fully at liberty to control the settlement of the lands?

Ans.—With respect to the land at Fort Vancouver, the three square miles, I think the Company could have sold at these prices, if they had been at liberty to sell the land as their own, from 1846 to 1858; for the reason, that the place was a very desirable one for a town site, and if the settlers could have come in there at the right time, Portland would never have become the leading town. The remaining lands, I think, were of the value I have stated, for agricultural purposes, for the reasons I have given in my answer to said 5th interrogatory.

Int. 37.—Did you know of any actual sales of lands, between 1852 and 1858, at those rates in that vicinity?

Ans.—I did hear of sales, but I couldn't remember the rate. But whatever the price was, it would be no guide, because they had no title.

Int. 38.—Why were not the immigrants as likely to settle on these lands, situated as they were in 1847, as they would have been if the Company had been in a position to exact a price for them?

Ans.—The idea of the Company was after 1846, that the property would be sold in a body to the United States,—they were not willing therefore to sell in parcels,—and because of the uncertainty of title.

Int. 39.—Were not the posts of the Company arranged with special reference to the fur trade with the Indians?

Ans.—They were.

Int. 40.—Was not this trade necessarily broken up by the settlement of the country and the collection of the Indians upon reservations?

Ans.—To a certain extent, certainly, as I have mentioned in my direct testimony, but at Fort Colville, to this day, the yield in furs is large.

Int. 41.—What was the comparative value of the fur trade north and south of 49°?

Ans.—It would be difficult for me to answer that question. I suppose it was of more value north, but to what extent it would be difficult for me to say.

Int. 42.—Were not the furs obtained north of 49° more valuable, and did they not bring a higher price than those obtained south of that line?

Ans.—Possibly they may have done so. But the difference must have been small in the European market for the same fur.

Int. 43.—Were the more valuable furs obtained in greater quantities north than south of 49°?

Ans.—The sea otters and martin were more north than south. These are among the most valuable of the furs.

Int. 44.—Were not many of the squatters on the Company's lands at Vancouver, men who had been servants of the Company?

Ans.—Very few of them, three or four only to my knowledge.

Int. 45.—What were the proceedings that you took against Taylor and Ryan ?

Ans.—I sued them and got an injunction against Taylor, and stopped the mill, and it remained in that way when I left in 1858, and Ryan's case was pending when I left, and so far as I know is still pending.

Int. 46.—Were these the only actions commenced against squatters while you were there ?

Ans.—I think they were. I notified a lot of fellows to clear out, but I think there were no other actions.

Int. 47.—What was the result of those notifications ?

Ans.—As a general thing there was no attention paid to them.

Int. 48.—What was the claim of the Catholic Mission to the church outside the fort ?

Ans.—It was a claim made under the laws of Oregon. It extended to a mile square of land.

Int. 49.—When you finally left Vancouver, in 1858, what was its condition as a settlement ? Was it growing and prosperous, or the reverse ?

Ans.—On the whole it was in a prosperous condition. The town half a mile below the fort had got to be quite a town. The establishment about the fort was in the condition I have stated in detail in my direct examination.

Int. 50.—In estimating the value of the post at Vancouver, in 1846, for the purposes of the trade of the Company, as then carried on, do you not base the valuation in part upon a monopoly of the fur trade, and the exclusion of settlers from their territory ?

Ans.—Of course the monopoly added to its value, to a limited extent.

Int. 51.—Did you ever know of any valuation put upon the property of the Company in view of its probable sale to the United States ?

Ans.—That was a matter wholly under the control of the officers in England. I never heard anything definite of any such valuation.

Int. 52.—How long were you at the Cowlitz establishment, in 1854 ?

Ans.—Only for a short time, just passing by, perhaps sleeping a night or so.

Int. 53.—What price did you sell the buildings there for in 1857?

Ans.—For some very small sum. I have forgotten how much.

Int. 54.—What business of the Company was done at Fort George, and how long were your visits there?

Ans.—I was there some days in 1842. In 1845 and 1846, about a month—and a few days in 1847. I was just passing.

The business there carried on was the fur trade, and in the summer months a large trade with the Indians in salmon.

Int. 55.—Can you now state from recollection, the number and dimensions of the buildings at Fort George?

Ans.—There was a dwelling-house and store, and some other buildings besides. I couldn't tell as to the dimensions.

Int. 56.—Had you seen the establishment at Fort George within three years before it was taken possession of by the United States Government?

Ans.—I saw it about three years before, in January, 1847.

Int. 57.—What was the establishment at Cape Disappointment when you were there, in 1846?

Ans.—At that time there was a sort of log arrangement—a sort of dwelling-house and store. In 1847 I passed the place and there was then a large building and store newly put up.

Int. 58.—How much land did the Company claim there, and what was the quality and condition of it?

Ans.—The land claim there was a mile square, 640 acres. There was little land for tillage there. The value of the land was in its location and suitableness for trade and business with the Indians, and for public purposes.

Int. 59.—How long were your visits at Nez-Percés, Fort Okanagan and Fort Colville, and Umpqua?

Ans.—They were all short, except at Colville, where I was several weeks, in my several visits together.

Int. 60.—Do you feel as well qualified to testify to the value of the property of the Company at those places as at Vancouver?

Ans.—Of my own personal knowledge, possibly not. I know that the erection of such establishments must have been done at a large outlay of money, and that they must have been at a corresponding value to the Company's business.

Int. 61.—Were there not outbreaks of the Indians previous to the war of 1855 and 1856, that compelled a temporary abandonment of any of the posts of the Company, and a large loss of property?

Ans.—Never to my knowledge.

Int. 62.—What means have you of stating the profits of the fur trade of the Company?

Ans.—I was book-keeper, and the accounts showed the profits. I testify from my recollection of what the books show. I have no memoranda with me now to refer to on that point.

Int. 63.—Where are those books now?

Ans.—I suppose they are at Victoria, Vancouver Island, now.

Int. 64.—Those books did not show, did they, the profits of the fur trade south of 49° in a separate account?

Ans.—It wasn't kept as a separate account as such, but the accounts were so kept for different posts that it could be ascertained from them what were the profits of the posts south of that line.

Int. 65.—How did the foreign trade of the Company with the Sandwich Islands and Russian Posts compare before and after 1847?

Ans.—I think that the contract with the Russian Fur Company expired in 1849, and I think we didn't supply them with much after that time. The other foreign fur trade was less, because there was more of a market at home from 1849 on.

Int. 66.—How did the profits of the Company, taking its entire business into account, compare before and after 1847?

Ans.—In the direct examination I have replied to this in part. The profits of the business generally kept up pretty well for some years after 1847. I state this from memory. I only got back there in 1853, at which time, owing to several causes, the profits had diminished very much.

Int. 67.—Did not the Company sell to the settlers a large part of their horses and cattle?

Ans.—Before I left, in 1847, there were no settlers; when I got back, in 1853, the cattle had all disappeared. Some part may have been sold, but a very small part compared with the whole band. I make the same answer as to the horses, but I think there was not so much loss of horses.

Int. 68.—Have you any personal knowledge at all as to the losses of the Company in cattle and horses?

Ans.—When I returned and joined the board, Mr. Ogden was my authority for what had happened while I was away. I of course had no personal knowledge, except from what was reported to me.

Int. 69.—Before the treaty of 1846, was it not the policy of the Company to exclude settlers, keep the Indians engaged in hunting, and generally to preserve the country in its then existing condition as a hunting ground?

Ans.—The Company claimed no right to exclude settlers from Oregon, either north or south of 49°. I think they never encouraged nor discouraged settlement farther than that, when immigrants came, they helped them on as much as they could. They tried all they could to induce the Indians to settle down and cultivate land like white people, but it was of no effect.

Int. 70.—Did the Company make any roads other than what were required for their own business purposes?

Ans.—I suppose whatever they did was with a view to their own business, but the roads nevertheless were a great advantage to the settlement of the country.

Int. 71.—Was there any great outlay by the Company for roads or other internal improvements, while you were there, before 1847?

Ans.—In 1841 and '42 they opened up roads to Mill Plain, and other places, at a great outlay. I could't say how much.

Int. 72.—Do you mean to say by your answer to the 17th direct interrogatory, that the government of the United States has not paid the Company anything for the supplies furnished to the volunteers in 1855 and 1856?

Ans.—No. My own impression is that the bills for supplies to volunteers, to which the question refers, amounted to something like \$100,000, of which all but this \$30,000 was paid or thereabouts.

Int. 73.—Do you know anything, except from what others have reported to you, of the difficulty between Mr. Graham and the United States authorities, testified to in your answer to the 18th direct interrogatory?

Ans.—Mr. Graham, on withdrawing from Fort Vancouver, transferred all the papers and documents of the place to me at Vancouver Island, and from him and these papers I have my information?

Int. 74.—What are your means of knowledge as to the identity

of the claims of the Company in Washington Territory and in Vancouver Island?

Ans.—So far as I know, the lands in both places were held and occupied in the same way.

Int. 75.—Have you any knowledge, except from public documents, of the matters referred to in your answer to the 24th direct interrogatory?

Ans.—No; I don't know that I have.

Int. 76.—What knowledge have you of the matters testified to in the answer to the 27th interrogatory?

Ans.—I was at Portland, Oregon, in the autumn of 1863, at which time I went to the Dalles by the vessels of the Oregon Steam Navigation Company, and passing by railroad at the Cascades, and then again seeing the railroad at the Dalles. I judge from what I saw then as to what the value of the trade was.

Int. 77.—In the estimates contained in your answer to the 26th direct interrogatory, do you mean to include the value of the lands and buildings lost by the Company?

Ans.—I refer in my answer to the losses of business, and not including the lands and buildings. I do mean to include the loss of cattle in the estimate.

Int. 78.—Where have you been since 1858?

Ans.—Since 1858, I was at Vancouver Island till February, 1859, when I left for Canada and England *via* Panama, returning to Vancouver Island in June, 1860, where I remained until November, 1863, when I left for England *via* Panama and the West Indies. I left England in October, 1864, and got back to Canada, where I passed the winter, and returned to Vancouver Island in June, 1865, and left there to come to Canada on the 1st of November last.

Int. 79.—How many vessels a year usually came into the river annually with goods for the Company from England before 1846?

Ans.—I think generally two vessels.

Int. 80.—Does not the claim of the Company to the free navigation of the Columbia River, as you understand it, include the right to run a line of steamers on that river not only for the accommodation of their own proper trade and business, but also for the general carriage of passengers and freight?

Ans.—That is my impression of the right under the treaty.

Int. 81.—Would not the chief value of this claim, if sustained, be in the profits of such general passenger and freight business ?

Ans.—Probably so ; but eventually the profits from freighting on their own account of their own property, and that of British subjects in connection with them, might be equally valuable or perhaps more so.

Int. 82.—How extensive do you understand this right—to carry for British subjects connected with the Company—to be ? To what class of persons does it extend ?

Ans.—To all British subjects trading in the territory.

Int. 83.—In this trade and business what privileges do you understand the Company and those connected with them, and those for whom they might carry, would have as regards exemption from taxes and duties ?

Ans.—With respect to goods passing through to British territory north of 49° by the Columbia River, the Company and other British subjects with whom they might be connected, and for whom they might carry, would claim the right to pass these goods through in bond.

The Company, heretofore, have paid duties on their own goods imported for sale in the territory of the United States, under protest. I have no opinion as to their right to bring them in without payment of duties or not.

Int. 84.—Is not one reason why you think that this right of doing a general freighting business on the Columbia River would be of especial value to the Company, because you think that with their large resources they could successfully compete with any other companies or parties in this business, and secure a virtual monopoly of it ?

Ans.—The Company might not be able to secure a monopoly of it, but with very little doubt they could obtain, in course of time, a very large share of the business—owing, probably, to the fact that they have very large resources, and have people in the country in their service qualified to conduct such an enterprise to a successful issue.

Int. 85.—Supposing the Company to be still possessed of all the Posts south of 49° as in 1846, and the same amount and character

of goods were required to be carried from post to post as then, could not they be carried by means of the steamers and railroads now in the country with greater safety, certainty, speed, and economy for the Company than they could now be by the old system of boat carriage, and portage as it existed in 1846, if that system were now possible ?

Ans.—There was very little loss of property in the carriage in those days, having experienced men to manage the boats and horses.

The change from the boats to the system you mention in the question is very great, and each system had its advantages ; but on the whole, I should give my preference to steamers and railroads, for speed at all events, and as a matter of economy I am not so clear about it.

Int. 86.—Is there any obstacle that you know of to the Company's putting steamers on the river ?

Ans.—I don't know that there is.

Int. 87.—State whether it is not your opinion that the fact, that the managers of the Company in England refused to sell their lands at Vancouver in and after 1847, was the principal reason why population was turned towards Portland rather than towards Vancouver.

Ans.—The difficulty of obtaining land at Fort Vancouver except by squatting on it, prevented of course many people from coming there, who otherwise would have gladly located themselves in that neighbourhood, in preference to going elsewhere, which of course they had to do.

Int. 88.—If the Company had been willing in and after 1847, to sell to immigrants such title as they had, would they not have thereby avoided in your opinion the greater part of the loss that they eventually sustained by the encroachments and depredations of the squatters ?

Ans.—There can be no doubt that to a certain extent the position of the Company would have been much improved there, had they disposed of lands there when the demand would have enabled them to do so, at the time indicated in the question, and possibly under the changed aspect of matters many of these losses might have been avoided ; but after all the simplest and easiest way for the Company to have avoided all the troubles and losses would have

been by the government of the United States having defined or laid down distinctly what the Company's rights were under the treaty of 1846, soon after the date of treaty. I cannot state more definitely what part of those losses would have been avoided.

Int. 89.—At what date do you fix the values of land per acre, stated in your answer to the 5th direct interrogatory?

Ans.—With respect to the three square miles, I am supposing that had Fort Vancouver been turned into a town site, and the lots selling at various times until it became a town, the land would have brought the amount stated on the average.

With respect to the outside lands, I look upon the values stated by me, as about the value when I left there in 1858.

Int. 90.—In your estimates of the losses of profits testified to in your answer to the 26th direct interrogatory, do you speak from your recollection of what the books of the Company show as to the profits?

Ans.—With respect to the cattle, &c., no, because they had all disappeared. I merely calculate the loss with the cattle, &c., by estimating what they would have realized, at their money value in the country, during those years had they been sold; with respect to the use of the lands which were occupied by squatters, in the same manner.

So far as I know, the loss sustained by the abandonment of the Snake Country posts, is about the annual profit shown by the books, and in the same case with Walla-Walla.

Int. 91.—Independently of your recollection of what the books show, are you able to state with any certainty these losses of profits from the abandonment of the posts of the Snake Country and Walla-Walla?

Ans.—I have a general knowledge of the Company's business, west of the Rocky Mountains, but in such a case the books must be my best authority. I have no certain knowledge beyond that.

Int. 92.—How can you estimate the losses on the cattle by calculating what they would have realized at the prices they would have brought in the country, you having been yourself absent from 1847 to 1853, during which period they all disappeared?

Ans.—When I got back to Oregon in 1853, beef was worth 25 cents a pound and had been higher; and from the year 1850

upwards, at the current rates, if the cattle had been in existence and the Company been able to dispose of them, the sums estimated by me would have been realized.

Int. 93.—What had you to do with the operations of the saw-mill at Vancouver while you were there in 1846, 1847, and from 1853 till 1858, and what means of knowledge have you as to the profits of the mill during those periods? State whether you speak on this point from a recollection of what the books show.

Ans.—The lumber was shipped to the Sandwich Islands or elsewhere. The accounts of the mill were kept in the Vancouver office by me till 1844, and afterwards by others.

My knowledge of the amount of lumber was from the accounts and prices also.

Int. 94.—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°?

Ans.—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.

Int. 95.—When did you last see Fort Vancouver, and what was then the condition of the Company's buildings there?

Ans.—I saw Fort Vancouver at a distance in the month of November last, but the condition of the buildings I could say nothing about, they were so far off.

Int. 96.—Is the interest which you have in this claim an interest which belongs to you, as holding the office of a chief factor?

Ans.—Yes.

Int. 97.—Have you been employed by the Company in preparing their evidence and getting testimony?

Ans.—I have to a certain extent.

Re-examination.

Ques. 1.—Do you know of any instance in which the Company has been prohibited from transporting in their own vessels on the Columbia River any goods or effects not intended for their own trade?

Ans.—General Adair, sometime in the year 1850, then collector of customs at the Port of Astoria, in Oregon, through his deputy, Mr. Gibbs, officially notified the captain of the Company's schooner "Prince of Wales," not to carry some freight, the private property of the Hon. William Strong, then a judge in Oregon Territory, from Astoria to Fort Vancouver, between which posts the vessel was plying, on the plea that the Company had no right to carry such property under the stipulations of the treaty.

Int. 2.—With reference to your answers to the 87th and 88th cross-interrogatories, can you state whether the difficulty of obtaining land at Fort Vancouver, except by squatting, arose from the unwillingness of the Company to sell or from their inability to grant a satisfactory title, in consequence of the doubts cast upon their rights, or from any other, and what cause?

Ans.—The company were anxious enough to dispose of the land, but they couldn't dispose of it to good advantage for the want of that definition of their rights under the treaty to which I have already referred. They were also anxious to deal with their lands as a whole, if possible, in transferring them to the United States, and therefore did not wish as it were to dispose of them piecemeal.

Int. 3.—Were any applications made by the squatters or other settlers to purchase land?

Ans.—I am not very clear that there were any applications made.

Int. 4.—Could any lands have been sold then, in the doubtful state of the title?

Ans.—The Company had forbidden the sale of the land, and the people in the country therefore couldn't have disposed of it. Probably in the uncertainty of the title none could have been sold.

Int. 5.—With reference to the books mentioned by you in your answer to cross-interrogatory 94, did they contain merely the business of the posts south of 49°, or did they contain the entire business operations of the Company?

Ans.—I think up to the year 1853, the books there showed the business at all the Company's posts, west of the Rocky Mountains: from 1853 until 1860 only at the posts south of 49°.

Re-cross-examination.

Int. 1.—Were not the books and accounts so kept with the several posts that they will show, or that it can be ascertained from them with accuracy, what were the business operations of the Company, and the profits at the posts south of 49°, during each year from 1840 to 1863?

Ans.—The accounts, to a certain extent, do show the profit, but not all the profit. In the expenses of the year any outlay for buildings or improvements was not carried to the credit of the year's operations, which at each place would add much to the profit of the post, and so also the live stock of each post were never carried to the credit of the capital stock account of the post, so that the increase of the live stock never appeared. There were also other items of a like nature which I have forgotten. I suppose that by making allowances for such matters, the result could be arrived at with some accuracy,

Int. 2.—Is it not your opinion that with the great advantages which you believe Vancouver offered to settlers in the years 1847-1858, some of the emigrants would have been induced to purchase land of the Company, if it had been willing to sell at prices perhaps somewhat under the supposed value of the lands on account of the uncertainty of the Company's title?

Ans.—It is impossible for me to say.

Int. 3.—If the Company had disposed of some considerable part of their lands at low rates to the settlers coming into the country, after the gold discoveries, would there not in your opinion have been created such a public opinion in favor of the title, that the Company and its grantees would have been strong enough to resist encroachments?

Ans.—It might have been so if the thing had been tried.

DUGALD MACTAVISH.

Sworn before me at Montreal
 aforesaid, this tenth day of
 April, eighteen hundred
 and sixty-six.

J. SMITH,

J. S. C.

DEPOSITIONS of witnesses sworn and examined in the City of Washington, District of Columbia, by virtue of an agreement between Edward Lander, Esq., Agent and Attorney for the Hudson's Bay Company, and Eben F. Stone, Agent and Attorney for the United States of America, before me, Nicholas Callan, a Notary Public in and for the County of Washington and District of Columbia.

Isaac W. Smith, being duly sworn, deposes and saith :

Int. 1.—Are you acquainted with the settlement on the north bank of the Columbia River at or near Vancouver? If so, when, and under what circumstances did you become acquainted with it?

Ans.—I am acquainted with that settlement. In the year 1860, as Registrar of the Land Office for Washington Territory, I went to the town of Vancouver, to settle, hear and decide claims in Vancouver and its vicinity. I remained there about two weeks, and have visited the town since, in 1861 and 1862. My attention was particularly called to the claim known as the Hudson's Bay claim, and the claims of settlers in that vicinity.

Int. 2.—What, if any, dispute was heard before you which involved the town site and donation claims immediately surrounding it?

Ans.—There were such disputes. Nearly all the settlers to lands in the vicinity of the town site brought their claims before our court for settlement.

Int. 3.—What was this court you speak of?

Ans.—All questions affecting titles under the donation or pre-emption law were decided by the Registrar and Receiver of the land office, with the right of appeal to the Commissioner of the general land office and the Secretary of the Interior.

The court, if it may be so called, was composed of the Receiver of the land office and myself.

The office was stationed at Olympia, Washington Territory; and in order to save to claimants expenses of travelling from that section of the country to Olympia with their witnesses, the Receiver of the land office and I, with the consent of the Commissioner of the general land office, determined to hold a court at Vancouver, for the settlement of land business in that section of the country. This was in 1860.

Int. 4.—Did you have occasion to see these lands at and around Vancouver during the visit you made there in 1860 ?

Ans.—I did. I went over several of the claims in the vicinity of Vancouver, in order to examine their boundaries, and had an opportunity of examining the quality of the lands.

Int. 5.—State whether a continuance of these questions before the court you speak of was asked, and for what reason ?

Ans.—A continuance was asked in the claims of Pembron and Ryan, on the ground of the great value of the claims, and the necessity of time in procuring witnesses.

Int. 6.—Examine this map now shown to you, and say how far it agrees with your recollection of the country.

Ans.—That portion of the map in the vicinity of Vancouver agrees perfectly with my recollection.

Int. 7.—What value would you place on the land near Vancouver landing and town, and what on that more remote, and what on the mile square, including the Hudson's Bay landing, fort, and town site ?

Ans.—The value of the land immediately adjoining the landing and town site was derived from its proximity to the town of Vancouver, which at that time was considered would be a rival to Portland City, Oregon.

The value of the agricultural lands in the vicinity of Vancouver arose from a proximity to a market, and the readiness with which the produce could be sold to government and private parties.

The value of the town lands was much depreciated by the difficulty of obtaining a title.

With regard to the mile square, including the Hudson's Bay landing, fort, and town site, it is my belief that, if a clear title could have been obtained, \$200,000 would have been a low estimate of the value.

I estimate the value of the farming lands in the vicinity from the revenue which was obtained from farming the lands, as compared with the current rates of interest at that time. On this point I posted myself more particularly, as I was desirous of buying a claim in some portion of the territory.

The farmers, and those with whom I conversed in the neighbourhood, generally agreed that good farming and improved land near the town, a revenue of from ten to twenty dollars per acre could be

obtained. I, therefore, estimated the value of such land at from fifty to one hundred dollars per acre, as producing a revenue of about twenty per cent. per annum, which was about the current rate of interest at that time. I should give the average of open, good improved land at about sixty dollars per acre; but this would not, of course, apply to timbered land or soil of inferior quality.

The upland prairies and open lands of inferior quality, I should estimate at ten dollars per acre, and the timber land at one dollar and a quarter per acre.

Int. 8.—Are you acquainted with the Walla-Walla landing, and the country around the Walla-Walla landing and fort? If so, under what circumstances did you become acquainted with it?

Ans.—I am acquainted with the landing referred to, having surveyed the township, which includes it, under contract with the Surveyor General of Washington Territory, in 1861. I had other contracts for the surveys of other townships and other portions of the Walla-Walla Valley, and was well acquainted with the country fifty miles north-east of the landing.

Int. 9.—What is the general character of the land for farming and pasturage?

Ans.—The land was not suitable for farming, except immediately along the banks of streams. The country, as a general thing, is not well watered. Along the Touchet and Walla-Walla, and their branches, there were good farming lands.

Off the streams the land was sandy, and covered with a grass called the bunch grass, which is excellent food for cattle.

Land within six miles of the water courses was considered good pasturage; beyond that it was difficult to procure water for the stock.

Int. 10.—What is the character of the country, west of the Cascades, in Washington Territory, and where do you find the body of prairie and open lands between the Cascades and the 49th parallel, on the line of settlement?

Ans.—The soil of the country west of the Cascades, in Washington Territory, is in general poor and gravelly, covered with a dense growth of timber, with a comparatively small portion of prairie land. The land immediately along the rivers and streams is generally of good quality; and the principal prairies lie along the road from

Cowlitz landing and Olympia, Washington Territory, and north of the Nisqually River, on the sound of the Puget Sound Agricultural Company.

Cross-examination.

Int.—Had you any knowledge of the market price of land in the vicinity of Vancouver from sales?

Ans.—I had not.

Int. 2.—Was not the town of Vancouver made important and valuable by the settlement of the country by Americans, and the location of the military post at that point.

Ans.—It of course derived its value as a town site from the settlement of the country and from the trade derived from the military post. But its value as a town site was impaired by being reserved by the military authorities from occupation and improvement.

Int. 3.—Was not the amount realized from farming lands, in the neighbourhood of Vancouver, principally from the supplies furnished the military post?

Ans.—The military post afforded a market for nearly all that could be raised in the immediate vicinity, but there was a great demand for the more portable sorts of produce for the supplies of miners and others in the upper country.

Int. 4.—About what was the population of Vancouver in 1862, excluding the military?

Ans.—I am unable to give an approximate answer to that question. It is a question that never occurred to me before.

ISAAC W. SMITH.

Washington City, D.C., March 19th, 1866.

Daniel F. Bradford, being duly sworn, deposes and saith:

Int. 1.—State your name, age, and residence now, and formerly within sixteen years.

Ans.—Daniel F. Bradford, aged forty-five years, reside at Portland, Oregon, formerly the Cascades, Washington Territory.

Int. 2.—What time did you arrive in Washington Territory, and why did you settle at the Cascades?

Ans.—In July, 1850, landed at Vancouver, now Washington Territory. I settled at the Cascades for the inducements held out to me in California, as being the most prominent place in Oregon, and as being the head of navigation of the Columbia River, and the portage or key of the upper country, east of the Cascade Mountains, together with numerous other inducements.

Int. 3.—What was the condition of the country at or near Vancouver, as to settlement, cultivation, and improvement, at that time, and under whose control was it?

Ans.—The only settlement and cultivation at that point was that of the Hudson's Bay Company or its employés, at the town of Vancouver, outside of the Hudson's Bay fort. I think there were fifteen or twenty houses, and some small patches of gardens. Back from the river, about one mile, there were several large enclosures, embracing a number of hundred acres of land.

Int. 4.—What post or business had the Hudson's Bay Company at the Cascades?

Ans.—They had none, except during the fishing season, the camp for the purchase from the Indians of salmon, and curing the same.

Int. 5.—Are you acquainted with the forwarding and transportation business on the Cascades and on the Columbia River, and state whether you have been engaged in it yourself?

Ans.—I am acquainted with it, and have been engaged in it from that time until the present, and still am engaged in it.

Int. 6.—In what manner was the freight of the Hudson's Bay Company brought up the river and forwarded?

Ans.—For a number of years after my arrival in the country, the goods were brought in the Company's bateaux to the middle Cascades, and a portage of the goods made by the crews of the boats, and the boats hauled around, and later years by steamers and the regular Portage Company.

Int. 7.—In what manner are freights and passengers now carried up the river and over the portage at the Cascades and the Dalles?

What length of river is now navigated by steamers, and what portions of the Columbia River and its branches, and by what company is this business now carried on?

Ans.—By steamers on the river, and railroad around the portages. One railroad around the Cascades of five miles, another fifteen and a half miles at the Dalles.

From the mouth of the Columbia to the Cascades is 140 miles ; from the Cascades to Dalles is 50 miles ; and from Celilo to Leweston, on the Snake River, is about 276 miles.

The river is also occasionally navigated, when business offers, to the White Bluffs on the Columbia, 185 miles from Celilo.

There is a steamer running on the Columbia from Fort Colville to some distance above the 49th parallel, and a steamer is now built, and launched upon the Pend'Oreille Lake, to run on that lake, and Clarke's Fork of the Columbia River. The freighting business is done principally by the Oregon Steam Navigation and Cascade Railroad Company.

Int. 8.—In what manner are you now, and have you been connected with the Oregon Steam Navigation Company ?

Ans.—Since its organization its vice-president, until the last eighteen months, and now a director.

Int. 9.—State, if you can, the number of steamers now owned by the Company, the amount of freight and passengers carried on the river for the last two or three years, and if you can, properly, the receipts per year of that Company for transportation.

Ans.—The Company now owns some twenty steamboats. For the past two years the freight from the mouth of the Willamette River up the Columbia is a little rising 20,000 tons a year ; passengers passing over the route numbering about 100,000 per year. I know the amount of receipts, but don't think it proper to disclose them.

Int. 10.—What is the capital stock of the Company, and what has been the cost of the road (rail) and equipage thereof at the Cascades and the Dalles ?

Ans.—The capital stock is two millions of dollars, and the roads and equipages cost in the neighbourhood of \$800,000.

Int. 11.—What have been the highest charges per ton and per head for freight and passengers from Portland to Wallula and Leweston, since 1859, and what are the present charges from Portland to Wallula and Leweston ?

Ans.—Since the organization of the Oregon Steam Navigation

Company, in 1860, the highest rates of freight per ton have been \$60 to Wallula, and \$120 to Leweston, and for passengers \$18 to Wallula, and \$30 to Leweston; and now freight is \$35 to Wallula per ton, and \$60 to Leweston, and for passengers to Wallula, I think is \$15, and \$22 to Leweston.

Int. 12.—What is the rate to the Umatilla and the Dalles?

Ans.—For passengers \$5 to the Dalles and \$15 to the Umatilla, and for freight \$15 to the Dalles and \$30 to the Umatilla, per ton.

(The foregoing testimony objected to by the counsel for the United States, so far as it relates to the business of the Oregon Steam Navigation Company.)

Cross-examination.

Int. 1.—How long did you reside at the Cascades, and what was your business while there?

Ans.—I resided at the Cascades since 1850, until the last five years. My business was transportation and merchandising on my own account.

Int. 2.—What was this company you speak of as the regular Portage Company? Was it an incorporated company? If so, when was it incorporated, and what was its capital stock?

Ans.—There was no incorporation of a company until the Cascade Railroad Company, which built the railroad around the portage in 1862 and 1863.

In 1859, the charter of incorporation was passed, and the road was built under it in 1862 and 1863, and before that and since 1850, myself and partners did the transportation across the portage.

Int. 3.—When was the railroad by the Dalles and the Cascades constructed?

Ans.—In 1862 and 1863.

Int. 4.—Previous to the construction of the railroad, how was the merchandise transported by you and your partners at the Cascades and the Dalles.

Ans.—By boats to the Middle Cascades, and by wooden tramway from there to the Upper Cascades, excepting at high water, two or three months in the year, when it was done by teams to the

Middle Cascades. At the Dalles, transportation was made by hauling by teams, but I was not concerned in it, until just before the completion of the railroad.

Int. 5.—Do you know the extent of transportation which was yearly carried on by the Hudson's Bay Company at the Cascades from 1850 until the establishment of the railroad? If you do, state as nearly as you can the amount of each year, and whether the same increased or diminished while you were there.

Ans.—No.

Int. 6.—Did the Hudson's Bay Company employ you or your partners, while you were at the Cascades, at any time?

Ans.—Only in a general way, in taking over their goods when offered. I was not employed specially. Until the last two or three years to their leaving the country, which I think was about 1860, they did their own transportation.

Int. 7.—Have not the goods of the Hudson's Bay Company for several years last past been shipped up the Columbia River on the steamboats of the Oregon Steam Navigation Company.

Ans.—Very few, if any, goods have gone up the Columbia River for the Hudson's Bay Company for the last few years.

Int. 8.—Have not the portages of the Columbia River been always open to the Hudson's Bay Company?

Ans.—They have been open to all the world.

Int. 9.—Is it not cheaper for them to land their goods by steamers, as now arranged, than in the mode adopted by them in 1850, when you first went to the Cascades?

Ans.—Freights have been reduced to a great extent to all parties doing business in the upper country, since steamers have been put on the routes, but I cannot answer as to the cost of transportation to the Hudson's Bay Company by their own boats, men and conveniences.

Int. 10.—Is there anything now, or has there ever been anything in the improvements of the Oregon Steam Navigation Company, or any other person or company, to prevent the Hudson's Bay Company from sending their goods around the portages on the Columbia, in the manner you say they did in former years?

Ans.—Nothing whatever.

DANIEL F. BRADFORD.

Washington City, D. C., March 28th, 1866.

Wm. H. Farrar, being duly sworn according to law, deposes :—

Int. 1.—What is your name, age, and residence, and where did you reside formerly on the Pacific Coast ?

Ans.—William H. Farrar, aged thirty-nine years, residence for the last few months in the city of New York, and formerly resided at Portland, Oregon.

Int. 2.—What was and is your occupation, and what position did you occupy in connection with the United States Government ?

Ans.—Counsellor and attorney at law, and for several years Attorney for the United States for the District of Oregon.

Int. 3.—During your residence in Oregon, did you become acquainted with the lands claimed by the Hudson's Bay Company in Washington Territory ; if so, under what circumstances, and how was your attention called to them ?

Ans.—I did, with a portion of the lands claimed by the Hudson's Bay Company. I was counsel and attorney for the heads of the Catholic Church in Washington and Oregon Territories, and I was attorney for claimants of portions of public lands of the United States in that country, on the Hudson's Bay claims in Clarke County, at or near Vancouver.

Int. 4.—Was there or was there not a great interest felt in land titles and claims to land on this Hudson's Bay Company's claim at Vancouver ? If so, what opportunities, besides those you mention, had you to become acquainted with the litigation upon, and the values placed on the lands in dispute ?

Ans.—There was great and general interest felt. The opportunities I enjoyed were a pretty extensive acquaintance among the people of Clarke County, from a frequent attendance at the Courts at Vancouver, from hearing people discuss the claims of the Hudson's Bay and Puget Sound Agricultural Companies, and as to the policy which should be pursued by the government of the United States in the disposition of these claims.

In former years there was very much more discussion and general talk amongst the people of Oregon and Washington Territory, as to the rights or claims of the companies to lands, than there has been since the government took possession of the buildings at Vancouver, in 1859.

I have frequently heard discussions as to the value of the lands at and in the vicinity of Vancouver by parties interested therein and others not interested therein.

I have often been consulted by parties claiming under the donation laws, adversely to the Hudson's Bay Company.

Int. 5.—You have spoken of being attorney for the heads of the Catholic Church in Oregon and Washington: state, if you can, what claim they set up for lands at Vancouver, and what is its position.

Ans.—The Bishop of Nisqually, who is the head of the Catholic Church in Washington Territory, claims that the mission of St. James has a title of 640 acres of land at Vancouver under a grant by Congress.

It is a tract running one mile, I think, on the river front, and upon the other sides such distances as to embrace a full section. The whole of this tract is claimed by the Hudson's Bay Company. A small portion is claimed by the widow and heirs of Amos Short. About 150 acres, more or less, was formerly claimed by the county commissioners of Clarke County, and this same tract is now claimed by the corporate authorities of the City of Vancouver, under the Town site law of 1844. Another portion of this land is claimed by one Bateman; another part by one Morse, and there are one or two other men who formerly set up claims for portions of this tract, whose names I do not now remember. The larger body of the mission lands are claimed by the United States military authorities as a military reservation.

The mission claim includes the old Hudson's Bay fort and the fields immediately around.

Int. 6.—Look on this map, and see how far it agrees with your recollection of the position of the mission claim and others connected with it, and state what other claims you recognize on the map.

Ans.—So far as my recollection extends, and to the extent or number to which claims are represented on that map, it appears to be correct; but some of the claims to the mission lands are not designated upon this map—for instance, the claims of Bateman and Morse. I recognize the claims of William Ryan, and John Nye, and E. J. Taylor, also Amos Short, also Mellick and Proulx, Judge

Petrain, William Hendrickson; and there seem to be on the map, two pre-emption claims north and west of the mission claims, which I recognize. I know the general character of the claims on the river as represented on this map, from having been upon portions of the lands, and from having very often passed up and down the river.

Int. 7.—Before what tribunals has the claim of the Catholic Mission been prosecuted, and what have taken jurisdiction of it? What, if anything, has been the cost of this litigation, and if costly, what proportion has it borne to the value of the claim of the mission?

Ans.—The claim of the Mission, under instruction from the Commissioner of the General Land Office, was tried and decided by the Surveyor General of Public Lands in Washington Territory, after the public survey had been extended over those lands, and decided in favor of the Mission.

The matter then came before the Commissioner of the General Land Office, on what is claimed to be an appeal from that decision, by whom said decision was reversed, and an appeal was had from the latter decision to the Secretary of the Department of the Interior, and by him the question of jurisdiction of the land officers over Mission grants in Oregon and Washington was referred for an opinion to the Attorney General of the United States, and upon that opinion the late Secretary of the Interior refused to take further action.

The cost of litigation has been large, but small in proportion to the value of the claim of the Mission, in my judgment. I cannot state now what the expense has been. I have no data upon which to form an estimate.

Int. 8.—What do you know, if anything, of an application to any other department of the government of the United States, in the matter of the Mission claim?

Ans.—I have been told by my client that an application has been made, on behalf of the Mission, to the Secretary of War, to turn over to the Mission the lands of the Mission claimed and occupied as a military reservation.

Int. 9.—Describe the position of the mile square of land at Vancouver, including the old Hudson's Bay fort, the town site, and

part of the military reserve in reference to the river and the surrounding country, its advantages as a point for trade and commerce, and the causes for the slow growth of the town.

(The answers from five (5) to eight (8) inclusive, objected to as irrelevant and incompetent.)

Ans.—It is upon the north bank of the Columbia River, about one hundred miles above its mouth, and about six miles above the mouth of the Willamette River, and in my opinion is the head of navigation for ocean, sail, and steam vessels. I regarded it as the best and most natural location for a town site on the Columbia River above Baker's Bay, which is near the mouth of the river. The land slopes back, gently rising, from the river to the rear of the claim, and if built all over would present from the river a better view of a town or city than any other site in that country that I have any knowledge of. The bottom lands lying along the river above and below are overflowed in high waters. There are some portions of the river front along this claim, that in the great freshet of 1859 or 1860, or about the same time as the great freshet in the Willamette, were not overflowed.

The great body of this land is not touched or affected by high water or freshet.

From its natural position, and the advantages which it possesses, of which I have spoken, other things being equal, it would command the trade and commerce of that country, and especially that above Vancouver and to the east of the Cascade Mountains.

The slow growth of the town has chiefly been occasioned by litigation, and the uncertainty of that litigation as to the claims of the different claimants thereto, and by the further fact that those claims have not yet been determined.

Int. 10.—What value do you place on that mile square you have just described?

Ans.—If any party or corporation had a clear title to that tract of land, I think it would be worth \$1,000,000.

Int. 11.—What value do you place on the mile immediately above, and the mile immediately below this square mile, the land covered by the claims of Ryan and Short, and what value would you place on the lands up and down the river for six or seven miles above and 19 to 20 miles below the Mission claim?

Ans.—With a clear title, vested in some person to the mission tract of land, and with a clear title to the claims of Ryan and Short, I think each of these latter claims would be worth \$150,000. As to the land up and down the river, or six or seven miles above and nineteen to twenty miles below the mission claim, I don't know that I can form any correct estimate. Some particular tracts or claims are worth more than others. The claim of E. J. Taylor, about six or seven miles above, I have heard estimated as worth \$10,000. I should suppose those lands generally along the margin of the river, exclusive of those I have designated, would average at least fifteen to eighteen dollars per acre.

(So far as regards E. J. Taylor's claim, objected to as hearsay).

Int. 12.—Are you acquainted with the Columbia River, above Vancouver, and do you know the position which Wallula occupies to the country surrounding it? If so, what is it?

Ans.—I am acquainted with the river above, having frequently travelled over portions of it, and having been at Wallula. It is the natural and proper landing place for steamboats on the upper river, throughout a great portion of the year. At that point was situated the Hudson's Bay Company's old Fort Walla-Walla. It is the river point for trade and commerce with that whole section of country, or the Walla-Walla Valley.

Int. 13.—Are you acquainted with the Cascades portage, and the freight and passengers carried over it, the Dalles portage and the freight and passengers carried over it, during any particular year or years? If so, state what the profit was upon this freight and passengers.

Ans.—I am acquainted with the Cascades portage, from having passed over it several times, on each side of the river, and having been upon the north side of the river on several occasions, and several days at a time, engaged professionally on business done at the portage, and I had for some years a general knowledge of the freight and passenger business over the Cascade portage, but very little knowledge of the business done over the portage from the Dalles to the Des Chutes River. My knowledge of the business over the portage at the Cascades, was derived partly from my own observation of the business transacted, but chiefly as the attorney of parties owning the portage, from an

examination of their books, and papers in reference to their business matters. As the attorney of those parties, I do not feel at liberty to state any information that I have derived from their books and papers, as my knowledge of their contents was derived from our relations to each other, as client and attorney.

Outside of such knowledge, and from my own observation, I know that the freight and passenger business very largely increased from and during the year 1855, up to the autumn of 1862, and that that increase was continuously augmented during each succeeding year, and the profits upon such business were very large.

Int. 14.—You have spoken of the great interest felt as to the claims of these two companies to land in the country. State what shape that interest took and what, if any, feeling existed among the people concerning these companies, and whether that feeling would affect their chance in the courts.

Ans.—Citizens of that country were very generally pretty hostile to the claims of the Hudson's Bay Company, and manifested a very decided disposition to maintain possession of the public lands they had settled upon as against any claim or action that might be taken by the Hudson's Bay Company. I don't think that the Hudson's Bay Company could have obtained a verdict in any court in Clarke County sustaining their claim or right to any portion of the lands in that country, from 1853 to the autumn of 1862, unless it may have been to the four or five acres enclosed in their stockade at Fort Vancouver, and not to that since the last day of May, 1859.

Cross-examination.

Int. 1.—Did you ever buy or sell any land at Vancouver, or in the immediate neighbourhood on your own account, or as an agent for another?

Ans.—Never.

Int. 2.—Did you know of your own knowledge, of any sale or purchase of land at this place?

Ans.—From what I have been told by parties I do. I know of my own knowledge that lands have been bought and sold.

Int. 3.—If you know of any particular sale or purchase of land at this place, please to describe the sale or purchase particularly, and your means of knowledge.

Ans.—My means of knowledge are derived from consultation with parties who desired to sell or desired to purchase. There was one sale to George W. Vaughn. The size of the lots I cannot tell, therefore I cannot tell whether one, two or more lots were sold to him. The price which he paid I do not recollect. This sale to Vaughn was some property on the tract of land claimed by the authorities for a town site, a short distance back from the river front. I have now forgotten the name of the grantor. I do not recollect of my own knowledge any particular sale consummated in my presence.

Int. 4.—Did you ever have any personal care of any lands or other property in Vancouver, and have you ever cultivated, or hired or rented any land there ?

Ans.—Only such care as I had of the mission claim as its attorney. I never cultivated any land, or hired any to be cultivated, neither bought, sold, or leased.

Int. 5.—Did you ever reside at Vancouver ?

Ans.—Never.

Int. 6.—How do you make up your opinion that the value of the town-site of Vancouver, with a clear title, would be worth \$1,000,000 ?

Ans.—From the facts and reasons hereinbefore stated, that is, its location ; its great natural advantages over any other points on the Columbia River from Baker's Bay to the Cascades ; the natural facilities it has for drainage, and the fact that in my judgment it is the best and only site for a large commercial place or city along the main artery of the country, connecting the Pacific Ocean with the country above, and to the east of the Cascade Mountains for ocean going steamers and sail vessels, and from the further fact that negotiations are now in progress, which I believe will settle the title to the Mission lands, and result in the location there of the Columbia River terminus of the Northern Pacific Railroad.

Int. 7.—Have not the prospects and value of Vancouver, as a town-site, decreased, for several years last past, in consequence of the rapid growth of Portland, and the concentration of capital and business at that city so near Vancouver ?

Ans.—Undoubtedly they have.

Int. 8.—Do not the sea-going steamers and vessels, engaged in the Columbia River trade, go to Portland on the Willamette River ?

Ans.—Whenever they can get up there. They are often prevented by reason of the stage or condition of the water at or about the mouth of the Willamette and on Swan Island Bar in the Willamette River, about two miles below the city of Portland, and those difficulties have increased during the last few years.

Int. 9.—State as near as you can the population of Portland, and also that of Vancouver, excluding the military ?

Ans.—I do not know at the present time, I not having been there since the autumn of 1862, except from hearsay, not having been in that country since. I think at that time 3,500 to 4,000 in Portland. I cannot form so good an opinion as to Vancouver, but should say six to eight hundred at least. A large number of the residents of Vancouver at the time I speak of, had gone to the newly discovered mines east of the Cascade Mountains, but whether permanently to remain or not, I do not know.

Int. 10.—Would not in your judgment, the natural arrangement of the business and commerce of the Columbia and Willamette Rivers, require the location of the depôt for goods, arriving on sea-going vessels, much nearer the mouth of the Columbia River than Vancouver ?

Ans.—I do not know that it does. In my opinion if a suitable location can be had, it is always better that the chief commercial city should be made as near to the ocean as possible. In relation to the place at Baker's Bay I have never been on the land around there ; my judgment is predicated solely and entirely upon statements made by others to me, as to its feasibility for a large site for large trade and commerce.

Int. 11.—Are not St. Helen's, Rainier, opposite the mouth of the Cowlitz River, Astoria, and Pacific City, each considered by many persons available and very valuable as town-sites for the same purposes as Vancouver ?

Ans.—I do not know of any one who has ever regarded either St. Helen's or Rainier as suitable places for a large town, except the donation claimants of the land ; the Pacific Mail Steamship Company, which expended a large sum of money to build up a town as St. Helen's, and afterwards abandoned the project ; and perhaps one or two other visionary men at each place, who likewise abandoned that idea. I never considered Astoria, either the upper or

lower town, as adapted by nature, or that by artificial means either could be made a place of any large size. Pacific City is the place already referred to at Baker's Bay.

Int. 12.—Have you ever known of any suits being commenced by the Hudson's Bay Company, to protect their rights, in or upon the lands claimed by them? If so, state the result.

Ans.—I have. There was one in which I was the attorney for the defendant, E. J. Taylor, of whose land claim I have spoken in this examination. His land is a part claimed by the Hudson's Bay Company; upon it was an old saw mill with some of its machinery or tools, which Taylor attempted to remove or appropriate to his own use. The Hudson's Bay Company commenced an action against him, averring that the property in the mill was in the Company, that the defendant had or threatened to remove and waste the same, and prayed the court to issue its order of injunction to restrain him from so doing, which was granted by the court. I sought to remove that injunction, and was denied by the court. Having left the country before the final disposition of the suit, I have no knowledge of its final issue.

I cannot now recall any other suit or proceeding in courts had by the Company since the organization of Washington Territory, to protect itself in its alleged rights. My recollection is that the complaint of the Company contained an averment of their title or possessory right to the land on which the mill was built.

Int. 13.—In all questions about the rights of claimants to lands near Vancouver, before described by you, has not any reference to or determination of the claim of the Hudson's Bay Company been studiously avoided; and have they not always been considered and tried as subordinate to whatever rights the Hudson's Bay Company might have until bought out by the United States?

Ans.—No, sir, I think not; I claim as the attorney for the mission that in the hearing before the Surveyor General, in 1859, the Company was represented by its then attorney, Mr. Holbrook.

Examination-in-chief resumed.

Int. 1.—You have spoken of sales not consummated in your presence. What do you know of sales not closed and consummated?

Ans.—I have frequently been consulted by the bishop and vicar-

general of that country as to the sale of different portions by them of the mission land claim ; but for the purpose of saving labor and expense to them and myself, some years ago I prepared and had printed a form of deed to be used by them in making sales.

Thos. H. Smith, Bateman, Judge Petrain, Wm. Ryan, Morse, and others have consulted me about the purchase of particular lots and portions of those lands, but I cannot designate either by lot or block the situation of such lands. Some of them were upon Main Street, and some in other parts of the claim.

Int. 2.—Do you not know that no appearance of Mr. Holbrook for the Hudson's Bay Company was entered on the record at the hearing, and that he appeared generally for the contestants of the mission claim ?

Ans.—I claim that he did. Whether it was made a matter of record by the Surveyor-General or not, I cannot definitely state ; my impression is that it was not.

Int. 3.—Have you, or have you not, any interest in this matter against the Hudson's Bay Company ?

Ans.—I have a very large and direct one.

I desire to qualify an answer made to a question in my cross-examination as to whether I had ever purchased any lands at or in the vicinity of Vancouver, by now stating, that about a month ago I did contract, in writing, for a deed to be made to me and my associate, of one half of five hundred and ninety acres of the mission land claim.

Cross-examination resumed.

Int. 1.—Have you been summoned as a witness, or have you appeared here voluntarily ?

Ans.—I was requested to come by the counsel of the Hudson's Bay Company.

W. H. FARRAR.

Washington City, D.C., April 2, 1866.

Rudolph M. Walker, being duly sworn according to law, deposes and says :

Int. 1.—What is your name, age, and residence ?

Ans.—R. M. Walker, aged 49 years ; residence, Washington Territory.

Int. 2.—How long have you resided on the Pacific coast ; when did you arrive there, and by what route, and at what places have you resided ?

Ans.—I resided on the Pacific coast about sixteen years, in Oregon and Washington Territories. I crossed the plains in 1850, and again in 1851. I have resided at Milwaukie, in Oregon, and Olympia, Washington Territory.

Int. 3.—Are you the same witness who testified in the former case as to the offices you have filled ?

Ans.—I am.

Int. 4.—Are you acquainted with the claim of the Hudson's Bay Company at Vancouver ? If so, state when you first saw it, and how long you have known it.

Ans.—I am acquainted with it, and was first on it in 1850, and have known it since that time. I was last on it in 1863.

Int. 5.—When you first saw this claim, in 1850, how much of it did you see, and under what circumstances, and what was its condition as to cultivation or otherwise ?

Ans.—I first came upon the claim in coming down the Columbia River from the Dalles, in company with Col. Loring and Capt. Stewart, by the Hudson's Bay trail, on the north side of the river, passing over all that portion of the claim back from the river, as far down as the Hudson's Bay post, at Fort Vancouver.

I noticed, in passing through the plains, back of Vancouver, several settlements, buildings erected, and more or less land cultivated. At Vancouver, the Hudson's Bay Company's buildings, stores, and warehouses, and dwellings, were then standing. The government was also erecting quarters on the rise of ground about a quarter of a mile from the Hudson's Bay buildings. There were also quite a number of dwellings on different parts of what is now the town of Vancouver, occupied by American citizens. There were American citizens also settled up the river from Vancouver, and on some of the prairies back.

Int. 6.—Have you, or have you not, paid attention to that country from that time forward, in reference to its position on the river, its relation to the upper country east of the Cascades, and the value of the town site and adjacent land ?

Int. 7.—What do you know, if anything, of the development of the country east of the Cascades, its settlement and resources?

Ans.—I know that in eastern Oregon, Washington, and Idaho, there is now a large population. A large portion of this country is a fine grazing and agricultural country. In eastern Oregon and Idaho there are some of the richest gold and silver mines on the Pacific coast. I believe it is a conceded fact that Idaho has the richest gold and silver mines on the coast.

In that portion of Washington and Oregon Territory lying east of the Cascades, and in Idaho, there is probably a mining and farming population of about 45,000.

The whole or greater portion of that country just mentioned east of the Cascades is a good agricultural country. On the mountains, where the mines are, there is the greatest abundance of bunch grass, which is the best we have for grazing.

Int. 8.—What, if any, time have you spent in the country east of the Cascades since 1850 and 1851, and in what used to be called, in 1850 and before, the Snake country?

Ans.—Within the bounds of what was known as the Oregon Territory, in 1850, east of the Cascades, I have spent about seven months, since the summer of 1850. I spent three months in the Snake River country, including the Snake River valley. I have spent a month in the mines at Idaho.

Int. 9.—From your knowledge of the country, have you placed any value on the town site and landing at Vancouver, say the mile square, including the town site, the old Hudson's Bay fort, and the military barracks, and a part of the Short claim, and the mission claim? If so, what is it?

Ans.—In my judgment, the town site of Vancouver, taking in a mile square, with the many advantages I think it possesses over most other points in that region of the country, in its present condition, is worth \$1,000,000 to any one having a clear title. If I had a clear title to this land, I would be loth to take less than that amount.

Int. 10.—What effect has the development of this upper country had on the value of lands on the lower Columbia?

Ans.—I think it has enhanced the value of the lands on the lower country very much.

Int. 11.—Do you know the claims of Ryan and Short? If so, what do you say is the value of the claim of Ryan above this mile on the river, and the Short claim immediately below it, and what is the value of the adjacent farming lands around Vancouver?

Ans.—I have never been on the Ryan farm, but I have been on the Short place.

In view of the close proximity of the Short place to the town of Vancouver, in its present condition, with its advantages, I should consider it worth \$50,000. I consider the farming lands around Vancouver worth \$25 per acre. There are some farms, perhaps, that could not be bought for that money.

Int. 12.—On what lands or claims were the settlements in Clarke County chiefly situated?

Ans.—Within the boundaries of the Hudson's Bay claim, around Vancouver.

Int. 13.—How does the revenue of Clarke County compare with the revenue of other counties in that Territory?

Ans.—During my last term of office, in 1862 and 1863, as territorial auditor, the assessed value of Clarke County was greater than that of any other county in the territory.

Int. 14.—What is the main occupation of the residents of Clarke County?

Ans.—I should think farming and trading.

Int. 15.—Are you acquainted with the site of the Hudson's Bay Company's post at the place now called Wallula?

Ans.—I am.

Int. 16.—How is it situated in reference to trade of the upper country you have described, and the valley of the Walla-Walla?

Ans.—Wallula is one of the main landings on the Columbia River, from which freight and passengers leave for the mining regions of eastern Oregon and Idaho, and is the head of navigation, at low stages of water in the Columbia River, for steamers, and is distant from Walla-Walla city thirty miles.

Int. 17.—Have you formed an opinion of the value of the town site here, including the site of the old fort, say about one mile square; if so, what is its value?

(Objected to as incompetent.)

Ans.—From the relations that that point bears to the surrounding

mining regions, and its importance as a shipping point I consider it very valuable. I would not place any specified value upon it, but believe the mile square, from its prospective advantages, to be worth \$50,000.

Int. 18.—Are you acquainted with the posts of the Hudson's Bay Company at Bois  and Fort Hall; if so, when did you first see them, and how often have you seen them since?

Ans.—I am acquainted with those two Posts. I first saw them in 1850, and have seen them once since.

Int. 19.—How near to the old Fort at Bois  is the new town of Bois  City; and to what extent, if any, has the location of this city and development of the surrounding mines, increased the value of the lands surrounding old Fort Bois ?

(Objected to as incompetent.)

Ans.—I think about thirty miles. I can only give an opinion as to the increase of the value of the lands mentioned, and that opinion would be, that the value of the lands in the vicinity of the fort would very materially be enhanced, from the fact that the surrounding country is being settled up, and the fact that, in the spring of 1866, there will be a steamer running in the Snake River, passing by this locality, to the mining regions. Bois  City is the Capital City of Idaho Territory.

Int. 20.—How near is Fort Hall to these new mines?

Ans.—I should think about 250 miles.

Int. 21.—Do you know the proportion of freight and passengers passing up the river to the landings at Umatilla and Wallula?

Ans.—I should think three-quarters of all the freight and passengers that pass up the Dalles for the upper country are discharged either at Umatilla or Wallula.

R. M. WALKER.

Washington City, D.C., April 9th, 1866.

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 depositions of Isaac W. Smith, Daniel F. Bradford, William H. Farrar and R. M. Walker produced by and on behalf of the Hudson's Bay Company in support of its claims against the United States, before the British and American Joint Commission for the adjustment of the same, were taken before me at the office of said Commission No. 355 H Street, North, in the City of Washington and District of Columbia, and reduced to writing under my direction by Nicholas Callan, jun., a person agreed upon by Edward Lander, Esq., Attorney for said Company and Eben F. Stone, Esq., Attorney for the United States beginning on the 19th day of March, A.D. 1866, and continuing from time to time until the 9th day of April, A.D. 1866, according to the several dates appended to said depositions when they were signed respectively.

I further certify that to each witness before his examination I administered the following oath: " You swear that the evidence " you shall give in the matter of the claim of the Hudson's Bay Com- " pany against the United States 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 each witness was carefully read and then signed by him.

I further certify that Eben F. Stone, Esq., Attorney for the United States was personally present during the examination and cross-examination of all of said witnesses, and the reading and signing of their depositions.

L. S.

In testimony whereof, I have hereunto set my hand and affixed my official seal this the 9th day of April, A.D. 1866.

N. CALLAN,
Notary Public.

DOCUMENTARY EVIDENCE.

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

THE HUDSON'S BAY COMPANY produce, in support of their claims, the Documents and Printed and Written Papers specified in the following lists:

LIST A.

Charter—Grants—Agreements—and other documents.

LIST B.

Correspondence and papers between Military Officers of the United States and Officers of the Hudson's Bay Company.

LIST C.

Correspondence, between Civil Officers of the United States and Officers of the Hudson's Bay Company.

LIST D.

Correspondence, between the Officers of the Hudson's Bay Company, and between that Company and Her Majesty's Government.

LIST A.

CHARTER, GRANTS, AGREEMENTS, AND OTHER DOCUMENTS.

- 1.—Abstract of Charter of the H. B. Co., 1670..... 271
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- 7.—Lease to Captain Ingalls by the H. B. Co., 15th Dec.,
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DOCUMENTARY EVIDENCE.

A 1.

ABSTRACT of THE ROYAL CHARTER for incorporating the HUDSON'S BAY COMPANY, granted by his Majesty King Charles the Second, in the 22nd year of his reign A. D. 1670.

CHARLES THE SECOND, by the grace of God, King of England, Scotland, France and Ireland, Defender of the Faith, &c., TO ALL to whom these presents shall come, greeting: WHEREAS our dear and entirely beloved Cousin, Prince Rupert, &c., (*here follow the names of the original grantees*) have, "at their own great cost and charges, undertaken an expedition for Hudson's Bay, in the north-west part of America, for the discovery of a new passage into the South Sea, and for the finding some trade for furs, minerals and other considerable commodities, and by such their undertaking have already made such discoveries as do encourage them to proceed further in pursuance of their said design, by means whereof there may probably arise very great advantage to us and our kingdom: AND WHEREAS the said Undertakers, for their further encouragement in the said design, have humbly besought us to incorporate them, and grant unto them and their successors the sole trade and commerce of all those seas, straits, bays, rivers, lakes, creeks and sounds, in whatsoever 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:"

(*Here follow:—The terms incorporating the above named grantees as a body corporate by the name of "The Governor and*

Company of Adventurers of England trading into Hudson's Bay," and conferring upon them corporate rights and privileges, including that of acquiring, holding and disposing of lands:—The grant of a common seal:—Provisions for the election of a Governor and Committee:—The appointment of Prince Rupert as first Governor, and of the first Committee:—Provisions for the election of a Deputy Governor, and his being sworn:—Provisions as to the manner of electing future Governors, and of administering an oath to them and to every member of the Company,—as to the annual election of a new Committee, also to be sworn, and as to the mode of filling vacancies in the office of Governor or Deputy Governor and of removing those officers or members of the Committee, and electing others in their stead).

“And to the end the said Governor and Company of Adventurers of England trading into Hudson's Bay may be encouraged to undertake and effectually to prosecute the said design, of our more especial grace, certain knowledge and mere motion, WE HAVE given, granted and confirmed, and by these presents, for us, our heirs and successors, do give, grant and confirm, unto the said Governor and Company, and their successors, the sole trade and commerce of all those seas, straits, bays, rivers, lakes, creeks and sounds, in whatsoever latitude they shall be, that lie within the entrance of the straits, commonly called Hudson's Straits, together with all the lands and territories upon the countries, coasts and confines of the seas, bays, lakes, rivers, creeks and sounds aforesaid, that are not already actually possessed by or granted to any of our subjects, or possessed by the subjects of any other Christian Prince or State, with the fishing of all sorts of fish, whales, sturgeons, and all other royal fishes in the seas, bays, inlets and rivers within the premises, and the fish therein taken, together with the royalty of the sea upon the coasts within the limits aforesaid, and all mines royal, as well discovered as not discovered, of gold, silver, gems and precious stones, to be found or discovered within the territories, limits and places aforesaid, and that the said land be from henceforth reckoned and reputed as one of our plantations or colonies in America, called “Rupert's Land:”

AND, FURTHER, WE DO by these presents, for us, our heirs and successors, make, create and constitute the said Governor and Company for the time being, and their successors, the true and absolute

lords and proprietors of the same territory, limits and places aforesaid, and of all other the premises, SAVING ALWAYS the faith, allegiance and sovereign dominion due to us, our heirs and successors, for the same, TO HAVE, HOLD, possess and enjoy the said territory, limits and places, and all and singular other the premises hereby granted as aforesaid, with their and every of their rights, members, jurisdictions, prerogatives, royalties and appurtenances whatsoever, to them the said Governor and Company, and their successors for ever, TO BE HOLDEN of us, our heirs and successors, as of our manor of East Greenwich, in our county of Kent, in free and common soccage, and not in capite or by Knight's service: YIELDING AND PAYING yearly to us, our heirs and successors, for the same, two elks and two black beavers, whensoever and as often as we, our heirs and successors, shall happen to enter into the said countries, territories and regions hereby granted:”

(Here follows a grant of powers to make laws, ordinances, &c., for the good government of their territory and the advancement of their trade, and to impose penalties and punishments, provided the same are reasonable and not repugnant to the laws of England.)

“AND FURTHERMORE, of our ample and abundant grace, certain knowledge and mere motion, WE HAVE granted, and by these presents, for us, our heirs and successors, DO grant unto the said Governor and Company, and their successors, that they and their successors, and their factors, servants and agents, for them and on their behalf, and not otherwise, shall forever hereafter have, use, and enjoy, not only the whole, entire and only trade and traffic, and the whole, entire and only liberty, use and privilege of trading and trafficking to and from the territory, limits and places aforesaid; but also the whole and entire trade and traffic to and from all havens, bays, creeks, rivers, lakes and seas, into which they shall find entrance or passage by water or land out of the territories, limits or places aforesaid; and to and with all the natives and people inhabiting, or which shall inhabit within the territories, limits and places aforesaid; and to and with all other nations inhabiting any the coasts adjacent to the said territories, limits and places which are not already possessed as aforesaid, or whereof the sole liberty or privilege of trade and traffic is not granted to any other of our subjects: AND WE, of our further royal

favour, and of our more especial grace, certain knowledge and mere motion, HAVE granted, and by these presents, for us, our heirs and successors, DO grant to the said Governor and Company, and to their successors, that neither the said territories, limits and places, hereby granted as aforesaid, nor any part thereof, nor the islands, havens, ports, cities, towns or places thereof or therein contained, shall be visited, frequented or haunted by any of the subjects of us, our heirs or successors, contrary to the true meaning of these presents, and by virtue of our prerogative royal, which we will not have in that behalf argued or brought into question: WE STRAITLY charge, command and prohibit for us, our heirs and successors, all the subjects of us, our heirs and successors, of what degree or quality soever they be, that none of them, directly or indirectly, do visit, haunt, frequent or trade, traffic or adventure, by way of merchandize, into or from any of the said territories, limits or places hereby granted, or any or either of them, other than the said Governor and Company, and such particular persons as now be or hereafter shall be of that Company, their agents, factors and assigns, unless it be the license and agreement of the said Governor and Company in writing first had and obtained, under their common seal, to be granted, upon pain that every such person or persons that shall trade or traffic into or from any of the countries, territories or limits aforesaid, other than the said Governor and Company and their successors, shall incur our indignation, and the forfeiture and the loss of the goods, merchandizes and other things whatsoever, which so shall be brought into this realm of England, or any the dominions of the same, contrary to our said prohibition, or the purport or true meaning of these presents, for which the said Governor and Company shall find, take and seize in other places out of our dominion, where the said Company, their agents, factors or ministers shall trade, traffic or inhabit by virtue of these our letters patent, as also the ship and ships, with the furniture thereof, wherein such goods, merchandizes and other things shall be brought and found; the one-half of all the said forfeitures to be to us, our heirs and successors, and the other half thereof WE DO by these presents clearly and wholly, for us, our heirs and successors, give and grant unto the said Governor and Company, and their successors:

(Here follow a grant that liberty of such trade will not be given

by his Majesty to any person without consent of the Company, provisions for the removal and disfranchisement of persons free of the Company failing to pay the sums respectively engaged to be furnished by them in the Adventure of the Company, and also provisions as to what persons may be admitted into the Company and the regulating of votes by the quantity of stock.)

AND FURTHER, of our especial grace, certain knowledge and mere motion, WE DO, for us, our heirs and successors, grant to and with the said Governor and Company of Adventurers of England trading into Hudson's Bay, that all lands, islands, territories, plantations, forts, fortifications, factories or colonies, where the said Company's factories and trade are or shall be, within any the ports or places afore limited, shall be immediately and from henceforth under the power and command of the said Governor and Company, their successors and assigns; SAVING the faith and allegiance due to be performed to us, our heirs and successors as aforesaid; and that the said Governor and Company shall have liberty, full power and authority to appoint and establish Governors and all other officers to govern them, and that the Governor and his Council of the several and respective places where the said Company shall have plantations, forts, factories, colonies or places of trade within any the countries, lands or territories hereby granted, may have power to judge all persons belonging to the said Governor and Company, or that shall live under them, in all causes, whether civil or criminal, according to the laws of this kingdom, and to execute justice accordingly; and in case any crime or misdemeanor shall be committed in any of the said Company's plantations, forts, factories or places of trade within the limits aforesaid, where judicature cannot be executed for want of a Governor and Council there, then in such case it shall and may be lawful, for the chief Factor of that place and his Council to transmit the party, together with the offence, to such other plantation, factory or fort where there shall be a Governor and Council, where justice may be executed, or into this kingdom of England, as shall be thought most convenient, there to receive such punishment as the nature of his offence shall deserve: AND MOREOVER, our will and pleasure is, and by these presents, for us, our heirs and successors, WE DO GIVE and grant unto the said Governor and Company, and their successors, free liberty and license, in case they conceive

it necessary, to send either ships of war, men or ammunition, unto any their plantations, forts, factories or places of trade aforesaid, for the security and defence of the same, and to choose commanders and officers over them, and to give them power and authority, by commission under their common seal, or otherwise, to continue or make peace or war with any prince or people whatsoever, that are not Christians, in any places where the said Company shall have any plantations, forts or factories, or adjacent thereunto, as shall be most for the advantage and benefit of the said Governor and Company, and of their trade; and also to right and recompense themselves upon the goods, estates or people of those parts, by whom the said Governor and Company shall sustain any injury, loss or damage, or upon any other people whatsoever, that shall any way, contrary to the intents of these presents, interrupt, wrong or injure them in their said trade, within the said places, territories and limits granted by this Charter: And that it shall and may be lawful to and for the said Governor and Company, and their successors, from time to time, and at all times from henceforth, to erect and build such castles, fortifications, forts, garrisons, colonies or plantations, towns or villages, in any parts or places within the limits and bounds granted before in these presents unto the said Governor and Company, as they in their discretion shall think fit and requisite, and for the supply of such as shall be needful and convenient, to keep and be in the same, to send out of this kingdom, to the said castles, forts, fortifications, garrisons, colonies, plantations, towns or villages, all kinds of clothing, provision of victuals, ammunition and implements necessary for such purpose, paying the duties and customs for the same, as also to transport and carry over such number of men, being willing thereunto, or not prohibited, as they shall think fit, and also to govern them in such legal and reasonable manner as the said Governor and Company shall think best, and to inflict punishment for misdemeanors, or impose such fines upon them for breach of their orders, as in these presents are formerly expressed:

(Here follow provisions authorising the Governor and Company to seize any of his Majesty's subjects who (without leave of the Company) trade in their territory and to send them to England:— a grant of power to the Governor and Company to authorize their Presidents, Agents, and others to administer oaths in certain

cases : and finally an injunction to all Admirals and others His Majesty's officers and subjects, to be aiding and assisting in the execution of the powers, &c., granted by this charter.)

IN WITNESS WHEREOF We have caused these our Letters to be made Patent. WITNESS OURSELF at Westminster, the second day of May, in the two-and-twentieth year of our reign.

By Writ of Privy Seal,

PICOTT.

A 2.

Agreement between the H. B. Co., and certain partners (Mr. McGillivray and others) with N. W. Co. 26 March 1821.

(This document is recited in document A 3, which follows.)

A 3.

THIS INDENTURE, made the fifteenth day of September, one thousand eight hundred and twenty-four, between the Governor and Company of Adventurers of England, trading into Hudson's Bay, of the first part; and William McGillivray of Montreal, in the Province of Lower Canada, Esquire : Simon McGillivray of Suffolk Lane in the City of London, Esquire, and Edward Ellice of Spring Gardens in the County of Middlesex, Esquire, of the second part. Whereas, by Indenture bearing date the twenty-sixth day of March one thousand eight hundred and twenty-one, and made, or expressed to be made between the said Governor and Company of the first part, and the said William McGillivray, Simon McGillivray and Edward Ellice, of the second part, after various recitals, whereby it appeared that the said Governor and Company had for many years carried on a considerable trade in purchasing and receiving by way of barter furs, peltries, and other articles from the Indians, in North America, as well within the Territory granted by the charter of the said Governor and Company as in other parts of North America : and that by an agreement bearing date the fifth day of November, one thousand eight hundred and four, and made or expressed to be made between certain persons therein called the

Old North West Company of the one part, and certain other persons, therein called the New North West Company, of the other part, the said Old and New North West Companies had become united, and that in consequence of that union the said parties thereto and hereto of the second part, together with other persons were at the date of the said Indenture, now in recital, engaged in co-partnership in carrying on a trade in purchasing and receiving by way of barter, Furs, Peltries and other articles from the Indians in Upper and Lower Canada, and in other parts of North America, in or under the name or firm of the North West Company, and that in consequence of the conflicting interests of the said Governor and Company and the said North West Company, various disputes had arisen between them tending to the manifest injury of both parties, and that in order to avoid the occasion of such disputes and for the purpose of promoting their mutual interests, it had been agreed between the said parties to the said Indenture, now in recital, and to these presents, that the said trade should from the period thereafter mentioned be carried on exclusively by and in the name of the said Governor and Company, and their successors, for the time and under the terms therein and in part hereinafter mentioned; and that the said parties thereto and hereto of the second part, had agreed to enter into the covenants thereafter contained in such manner as to be bound jointly and severally as well for themselves as for all other persons who were then concerned or interested in the said North West Company, and the trade thereof, and otherwise as thereafter is mentioned in respect of the engagements thereby made with the said Governor and Company, and their successors. The said Governor and Company, in pursuance of the said agreement, covenanted and agreed with the said parties thereto and hereto of the second part, their executors and administrators, and the said parties thereto and hereto of the second part jointly, and separately covenanted and agreed with the said Governor and Company and their successors in manner therein, and in part hereinafter mentioned (that is to say) it was (amongst other things) covenanted and agreed that the trade in purchasing and receiving by way of barter from the Indians, Furs, Peltries, and other articles, so therefore carried on by the said Governor and Company; and the said North West Company, respectively as aforesaid, should for the space

of twenty-one years, commencing with the outfit of the year one thousand eight hundred and twenty-one, and ending with the outfit of the year one thousand eight hundred and forty-one, and the returns of the last mentioned outfit be carried on by, and in the name of the said Governor and Company and their successors exclusively as well in the Territory of the said Governor and Company as in any other parts of North America, which should from time to time be fixed upon by the said Governor and Company, and their successors, and that the business of the said concern in England should be transacted at the Hudson's Bay House for the time being in London, or at such other place or places as the said Governor and Company and their successors should from time to time think fit, and after various clauses and provisions directing that the goods, provisions, stores, debts and effects of the said Governor and Company, and of the said North West Company, respectively, should form part of the Capital Stock to be employed in the said Trade, and prescribing the mode in which Inventories and Valuations should be respectively taken and made of the said Goods, Provisions, Stores, debts and effects of the said Governor and Company and North West Company, respectively, and providing for the equalization of the shares to be brought into the said Capital Stock by the said Governor and Company, and the said parties thereto, and hereto, of the second part, and the proportions in which they were to be entitled to the said capital, and also directing possession to be given to the said Governor and Company of all the depots, stations, posts, forts, buildings and erections of the said North West Company; it was provided that the depots, stations, posts, forts, buildings and erections, of which possession was so to be delivered, as aforesaid, should, from the first day of June, one thousand eight hundred and twenty-one, be held as part of the said Capital Stock, but the same should not be valued or taken into account in making an estimate of the value of the shares of the said Capital Stock, which should be brought into the said concern by the said Governor and Company, or their successors; and the said parties thereto and hereto, of the second part, their executors or administrators, respectively, as aforesaid, but with liberty to the said Governor and Company and their successors, at any time or times, to pull down, raze, and destroy all or any of the forts, buildings and erections

at or on the said depots, stations and posts; and it was also provided, that for the purpose of consulting and advising as to the management of the trade to be carried on under the said Indenture now in recital, a Board should be constituted, to consist of the Governor, or in his absence the Deputy Governor, for the time being, of the said Hudson's Bay Company, and two members, to be from time to time named by the said Governor and Company, or their successors, as therein is mentioned out of the Committee for the time being of the same Company, and of two persons to be from time to time named by the said parties thereto and hereto, of the second part, or the survivors or survivor of them, his executors or administrators, as therein is mentioned; and after various clauses prescribing regulations for the conduct for the said Board, and investing them with certain powers and privileges, but under the control of the said Governor and Company, qualified as therein is mentioned, and also, making provision for deciding by arbitration the fitness of such resolutions of the said Governor and Company as should be protested against by the two members of the said Board, who were to act on behalf of the said parties thereto and hereto of the second part; it was provided that the said parties thereto and hereto of the second part, their executors or administrators should, at the reasonable request of the said Governor and Company, or their successors, and at the expense of the said Concern, do and execute, and cause to be done and executed, all acts and deeds requisite or proper for transferring and making over to the said Governor and Company, or their successors, for the purpose of conducting the trade to be carried on under the said Indenture, now in recital, the indentures of all apprentices then bound to the said North West Company, or any of the Partners therein, on account of the same Company, and the engagements for service to the said Company of all Clerks, Guides, Interpreters, Canoemen, and other persons employed in the service of the same Company, and for enabling the said Governor and Company, and their successors, to have and enjoy the full benefit thereof, and that the said Governor and Company or their successors, should, in exoneration of the partners or members of the North West Company, but at the expense of the said Concern, enter into, and well and truly observe and perform with and to the said Apprentices, Clerks, Guides, Inter-

preters, Canocmen and other persons all conditions, covenants, obligations and promises to which the said North West Company or any of the Partners therein, on account of the same Company might be liable in respect of such Indentures and Engagements, and after directing that the expenses of the said Concern should be paid, allowed and borne by and out of the proceeds of the current returns arising from the said trade, and in case the same should be deficient, then as to one moiety thereof by the said Governor and Company, and their successors, and as to the other moiety thereof by the said parties thereto and hereto, of the second part, their executors or administrators; and it is further provided that the clear gains and profits arising from the said Concern should be divided into one hundred equal shares, and should belong to the parties following (that is to say) twenty of the said shares should belong to the said Governor and Company, and their successors, twenty others of the said shares should belong to the parties thereto and hereto of the second part, their executors or administrators, forty others of the said shares should belong to such persons as should from time to time be by the said Governor and Company, or their successors, appointed Chief Factors and Chief Traders for conducting the said trade in the interior of North America, and to such persons as should thereafter be appointed to succeed them; it being declared to be the true intent and meaning of the parties thereto, that the said last mentioned forty shares should always be appropriated as a remuneration to the persons actually employed in conducting the Trade in North America or as a temporary provision for persons retiring from such actual employment, but with a provision in the said Indenture now in recital contained, that as often as there should be any loss upon the returns of any one year, forty equal 100th hundredth shares of such loss should be set off from and made good out of the said forty shares, so to be appropriated as aforesaid of the gains and profits arising from the trade of the said Concern in the ensuing year or years, until such forty shares of total loss should have been fully made good, the appropriation, nevertheless, of such forty shares being to be regulated according to the provisions intended to be contained in a deed poll therein referred to (meaning thereby the deed poll next hereinafter recited), and that five others of the said one hundred shares with

the like provisions for setting off and making good thereof five equal one hundredth shares of such total loss, as aforesaid, should belong to the said Governor and Company, or their successors, in order to carry into effect certain arrangements to be by them made with the representatives of the late Earl of Selkirk, deceased; five others of the same shares, with the like proviso for setting off and making good thereof five other equal one hundredth shares of such total loss, as aforesaid, should belong to the said Simon McGillivray and Edward Ellice, their executors or administrators, as a compensation for the emolument theretofore arising from Agency and Commissions in London on account of the North West Company, which Agency and Commissions would be lost by their respective commercial establishments in consequence of the said agreement, and for which five shares, the receipts of the said Simon McGillivray and Edward Ellice, and the survivor of them, and the executors or administrators of such survivor, should, from time to time, be effectual discharges to the said Governor and Company, and their successors; and the remaining ten of the said one hundred shares, should, as to the one moiety thereof belong to the said Governor and Company, and their successors, and as to the other moiety thereof, to the said parties thereto and hereto, of the second part, their executors or administrators (subject to the provisions therein and hereinafter contained, concerning the said remaining ten shares), and after various provisions prescribing the mode of carrying on the said trade: It was directed, for the purpose of ascertaining from time to time the gains and profits, or as the case may be, the losses of or to the said Concern, and the true state and condition of the Stock and Capital of the said Concern; that a general account should on the first day of June, one thousand eight hundred and twenty-three, and on every succeeding first day of June during the continuance of the said Concern, be stated and made out in the manner therein mentioned, that is to say, in stating and making out such account on the first day of June, one thousand eight hundred and twenty-three, there should be placed on the debit side of the said account the amounts of the respective valuations to be made as aforesaid, of the goods, provisions, stores, supplies, and other articles of which Inventories were to be taken, and which were to form part of the outfit of the year one thousand eight hundred and twenty-one,

as thereinbefore directed, together with interest at £5 per cent. per annum on such amounts, from the first day of June, one thousand eight hundred and twenty-one, to the first day of June, one thousand eight hundred and twenty-three, and also the amounts of the charge to be respectively made, as thereinbefore mentioned by the said parties in respect of the goods, provisions, and stores ordered and to be ordered for the outfit of the year, one thousand eight hundred and twenty-one, and thereinbefore mentioned, together with interest at the same rate on the sums forming such amounts from the respective times of the payment of the same sums, to the first day of June, one thousand eight hundred and twenty-three, and also the amounts of the valuation to be made as aforesaid, of the debts which might be owing from Traders, Clerks, Guides, Interpreters, Canoemen, Laborers, and other persons, besides Indians, on the said first day of June, one thousand eight hundred and twenty-one, or at the respective usual periods next succeeding the date of the now reciting Indenture, for taking Inventories, together with interest at the same rate on such amounts from the first day of June, one thousand eight hundred and twenty-one to the first day of June, one thousand eight hundred and twenty-three, and also the amount of the valuation to be made of the Hudson's Bay House in London, with its appurtenances, and of the ships, of which a valuation is to be made as thereinbefore mentioned, together with interest at the same rate on such amount for the period last aforesaid, and also the amount of such of the expenses to be incurred up to the first day of June, one thousand eight hundred and twenty-two, in respect of the establishments of the said Governor and Company, and their successors, and in respect of the said trade and otherwise as were to be paid, allowed and borne by and out of the proceeds of the current returns arising from the said trade, or otherwise, as aforesaid, together with interest at the same rate on the amounts of such expenses from the respective times of the payment thereof, up to the first day of June, one thousand eight hundred and twenty-three, and that there should be placed on the credit side of the said account the amount of the valuation to be made in pursuance of the last preceding article of such trading goods, provisions, and stores as on the first day of June, or the usual periods of closing the spring

trade of one thousand eight hundred and twenty-two, might remain on hand at the said several depots, stations or posts, as aforesaid, and of the debts to be included in such valuation as aforesaid, and also the amount of the then value of the Hudson's Bay House, for the time being, in London, with its appurtenances, and any other property which should belong to the Concern on the first day of June, one thousand eight hundred and twenty-two, together with interest at the rate aforesaid on both amounts, from the said first day of June, one thousand eight hundred and twenty-two, to the first day of June, one thousand eight hundred and twenty-three, and also the net amount to arise from the sale of the Furs, Peltries and other articles to be received as the returns of the outfit of the year one thousand eight hundred and twenty-one after deducting all expenses attending or relating to the sale thereof, together with interest at the same rate on the sums forming such net amount from the respective prompt days of the sale of the said Furs, Peltries, and other articles, the first day of June, one thousand eight hundred and twenty-three, and that the balance of the said general account should, in the event of such balance being on the credit side of the said account, be deemed to be the gains and profits in respect of the outfit of the year one thousand eight hundred and twenty-one, and should, in the event of such balance being on the debit side of the said account, be deemed to be the losses in respect of the outfit of the same year, and the balance of the said interest account should be divided and paid to the said Governor and Company, or their successors, and to the parties thereto of the second part, in proportion to their respective advances, and that the general account to be stated and made out on the first day of June, one thousand eight hundred and twenty-four, and on every succeeding first day of June during the continuance of the said Concern, should be stated and made out, and adjusted, and settled upon the like principle as the account to be stated and made out, on the first day of June, one thousand eight hundred and twenty-three, and in the same manner as far as circumstances would admit, in regard to the details or particulars thereof, and that after every such general account should be settled, the clear gains and profits, or losses, as the case might be, should be divided amongst and be paid to or by the parties entitled or liable under

the now reciting Indenture, to receive or to bear the same, and that if from any cause the said gains and profits should not be paid, at the expiration of fourteen days after such first day of June, then with interest at five pounds per cent. per annum, at the expiration of the said fourteen days (but subject to certain provisions thereinbefore contained in regard to the non-delivery by the said parties thereto, of the second part, their executors or administrators, of possession of such depots and premises, as aforesaid, but which did not take effect, and after providing in what manner any advances of the said Governor and Company beyond their proportion of the said Capital, and any deficiency of the proportion of Capital to be found by the said parties thereto, of the second part, were to be met by means of their other shares, in the said Concern. It was directed that those ten shares of the clear gains and profits, which it was thereinbefore agreed, should as to the one moiety thereof, belong to the said Governor and Company, and their successors, and as to the other moiety thereof to the said parties thereto, of the second part, their executors or administrators, should from time to time be invested by the said Governor and Company, and their successors, in their names in the Parliamentary Stocks, or public funds of Great Britain, or upon Government securities in England, which might be varied from time to time at their discretion, and that the said Governor and Company, and their successors, should stand possessed of such stocks, funds and securities, and the dividends, and annual produce thereof, upon the trusts hereinafter declared and hereinafter mentioned concerning the same, (that is to say) upon trust from time to time as such dividends and annual produce should become due, to divide the same into two equal shares, and to retain one of such shares for their own use, and to pay the other of such shares to the said parties thereto and hereto of the second part, their executors or administrators. And upon further trust at the final winding up of the said Concern, to divide the said stocks, funds and securities into two equal shares, and to retain one of such shares for the use of the said Governor and Company, or their successors, and to transfer the other of such shares to the said parties thereto, of the second part, their executors or administrators, but with liberty for the said Governor and Company, and their successors, at any time or times,

during the continuance of the said Concern, to apply all or any part of the said stocks, funds, and securities, or of the dividends and annual produce thereof, in the increase of the Capital Stock of the said Concern, or in supplying any deficiency thereof, to be occasioned by losses, and with a provision that the share of the said parties thereto and hereto, of the second part, their executors or administrators, in the said stocks, funds, and securities, and the dividends and annual produce thereof, should from time to time be liable to satisfy any deficiency in the share of the said parties thereto and hereto, of the second part in the said Capital Stock, and the interest of such deficiency as in the said Indenture, now in recital, is mentioned, and should also from time to time be liable to satisfy the said Governor and Company, and their successors, all damages to be occasioned to them by reason of the breach of any of the Covenants therein entered into by the said parties thereto and hereto of the second part, and that such dispositions might be made of the said stocks, funds, and securities, dividends and annual produce as might be necessary or proper for answering the above purposes, or any of them: And that the said Governor and Company, and their successors, should cause to be kept a proper set of books of account for the purposes of the trade to be carried on under the now reciting Indenture, exclusively of their other concerns, with liberty for those two members of the aforesaid Board, who were to act on behalf of the said parties thereto and hereto of the second part, their executors or administrators, under certain qualifications therein mentioned, to inspect all reports, correspondence, and papers relating to the said Concern, and also, the books of account to be kept for the purposes of the said Concern, and take copies of or extracts from the said books of account, and after providing that the Chief Factors for the time being, together with one of the Governors to be appointed as hereinafter mentioned, and in case both of them should be present, then together with the senior of such Governors, or in the absence of both of them, then together with any other person to be from time to time especially appointed by the said Governor and Company, or their successors, to preside thereat, should form a Council of the said Governor and Company, or their successors, and be competent to do and carry into effect all acts which by the Charter were authorized to be done and

carried into effect by the Councils abroad of the said Governor and Company, and to execute all bye-laws and regulations which might from time to time be made by the said Governor and Company or their successors. And after agreeing that the said Governor and Company, or their successors, should appoint two persons as Governors to preside at the councils of the said Chief Factors at the Northern and Southern Factories, and supply vacancies therein, and prescribing the constitution and imposition of such Council, and the right of voting thereat : It is by the now reciting Indenture also stipulated and agreed, that the said Governor and Company, or their successors, should not, and that the said parties thereto and hereto, of the second part, their executors and administrators, or any person or persons then composing or concerned or interested in the said North West Company or the trade thereof, or any share therein respectively, or any of the said parties respectively also, should not at any time or times, during the continuance of the said concern, in manner therein specified, or in any other manner directly or indirectly, be concerned in the said trade or in any branch thereof, save and except under the now reciting Indenture, or lend money to any person or persons concerned in said trade or any branch thereof, and that within three calendar months after the first day of June, one thousand eight hundred and forty-three, a general and final account, and rest, should be taken and made of the Capital Stock, debts and effects belonging and due and owing to the said Concern, and of the claims thereupon ; and upon the settling of such accounts and rest, and after making due provision for the satisfaction of such claims, and after the gains and profits or losses, as the case might be, of the said Concern, should have been duly adjusted, paid and allowed for, the balance of the said Capital Stock, debts and effects, should be divided between the said Governor and Company or their successors, and the said parties thereto of the second part, their executors or administrators in equal shares, and such instruments should be executed for effecting such division, and winding up and finally closing the said Concern, as might be necessary or advisable, with a provision that the said Hudson's Bay House for the time being in London, with its appurtenances, should, upon the settlement of such final account and rest, be taken by the said Governor and Company,

or their successors, as their exclusive and separate property, at a fair valuation, and that the depots, stations, posts, forts, buildings, and erections on the Territories of the said Hudson's Bay Company in North America, should on such settlement be exclusively their property, without any consideration being paid or given for the same.

AND WHEREAS, by a Deed poll, or instrument in writing, under the common seal of the said Governor and Company, bearing date the said twenty-sixth day of March, one thousand eight hundred and twenty-one, after reciting many of the provisions contained in the said recited Indenture of even date, and also reciting that the said Governor and Company were then about to appoint by Commission, under their Common Seal, Thomas Vincent, John Thomson, and other persons therein named, being in the whole twenty-five persons, to be Chief Factors for the superintendence of the said trade, and that the said Governor and Company were also about to appoint by Commission under their Common Seal, William Macintosh, Jacob Corrigan, and other persons therein named, being in the whole twenty-eight persons, to be Chief Traders for conducting the said trade in their respective departments, under the said Governor and Council, therein and hereinbefore referred to, the said Governor and Company did by the said deed poll or Instrument in writing, declare and direct that the said forty shares so reserved to be appointed by them as in the said recited Indenture of the twenty-sixth day of March, and hereinbefore is mentioned, should be subdivided into other shares for the benefit of the several persons therein named, and that the same should be held and the said trade and Concern should be carried on and managed under the restrictions, rules, and regulations therein contained, and hereinafter is mentioned, that is to say: Article 1,—That the said forty shares of the said partnership Concern should be divided into eighty-five shares of equal amount. Article 2,—That each of them, the said twenty-five persons, so to be appointed Chief Factors, as aforesaid, should, if his appointment to the office of Chief Factor as aforesaid should take place, be entitled to two of the said eighty-five shares for profit and loss, and in case of loss should in manner therein and hereinbefore mentioned, be liable to make good the same; and if the same should not take place, or

upon his death or removal from office, the same or the like shares both for profits and loss should devolve upon the person who for the time being, and from time to time should succeed him in such office of Chief Factor, as aforesaid, it being the meaning of the now reciting article as therein expressed, that each person who for the time being should fill the office of Chief Factor to the said Concern, should, during his continuance to fill such office, in case the said Concern should so long continue, be interested in two of the said eighty-five shares in the said Concern; both for profit and loss as a compensation for the performance of the duties thereby, or by the said recited Indenture, imposed or to be imposed on him as such Chief Factor. Article 3,—That each of them the said twenty-eight persons so to be appointed Chief Traders as aforesaid, should, if his appointment to such office of Chief Trader, as aforesaid, should take place, be entitled to one of the said eighty-fifth shares for profit and loss, and in case of loss, should, in manner aforesaid, be liable to make good the same; and if the same should not take place or upon his death or removal from office, the same or the like share should devolve upon the person who for the time being, and from time to time should succeed him in such office of Chief Trader as aforesaid, it being the meaning of the now reciting article, as therein expressed, that each person who for the time being should fill the office of Chief Trader to the said Concern, should, during his continuance to fill such office, in case the said Concern should so long continue, be interested in one eighty-fifth share in the said Concern both for profit and loss as a compensation for his performance of the duties thereby or by the said recited Indenture imposed, or to be thereafter imposed upon him as such Chief Trader, as aforesaid. Article 4,—That the remaining seven shares of the said eighty-five shares both for profit and loss should be appropriated as follows, namely: four of such seven shares should be reserved to be given to the old servants then or then lately in the employment of the said Governor and Company, in such proportions and with, under and subject to such restrictions, and regulations as the said Governor and Company should think proper for a period not exceeding the first seven years of the said Concern, and the three remaining shares should be disposed of to such persons then lately employed by the said North West Company,

and then having an interest in the concern of the same Company as the said William McGillivray, Simon McGillivray, and Edward Ellice, or the survivors or survivor of them, or the executors or administrators of such survivor should think proper, and for the like period of seven years, after the expiration of the said period of seven years, therein and thenceforth during the continuance of the said Concern, (if the same should not have been previously determined) the said last mentioned seven shares of profit and loss should be held and appropriated in like manner as hereinafter provided by article the twenty-eighth, with respect to the retired shares, and after prescribing the several duties, Factors and Chief Traders for the time being or establishing or directing the establishment of Governor and Councils for regulating the trade and affairs relative to the said Concern, and with certain powers and under certain restrictions in the now reciting deed poll more particularly mentioned and set forth, being the several Articles therein numbered, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14. And after providing for the expulsion of the said Chief Factors and Chief Traders respectively for the time being, in cases of misconduct, and for a consequent forfeiture of their shares and also providing an allowance out of the general stores belonging to the said Concern of articles of personal necessaries to be made to the Chief Factors and Chief Traders who should winter in the interior of the Territories belonging to the said Concern in addition to their respective interest in the said Concern, and directing the Chief Traders who should so winter, to render accounts of all provisions and other effects, for the time being, in hand, and also of the Furs and Peltries, and of debts due by Indians and Canoemen, and also of the expenditure of effects committed to their charge, and also such other information as would shew the state and condition of trade under their respective management at the time, and restricting the Chief Factors and Traders from being concerned in any separate trade with Indians, under a penalty, and allowing the Chief Factors and Chief Traders furlough in rotation with liberty to exchange their respective turns, and giving to certain persons therein named liberty to retire immediately upon one eighty-fifth share aforesaid for seven years, and authorising vacancies arising therefrom to be filled up with certain other persons therein named in manner therein prescribed, being the several articles therein number-

ed 15, 16, 17, 18, 19, 20, 21, 22 and 23. It is therein further provided, being article 24, that any one or more of the Chief Factors and Chief Traders for the time being might retire at any time thereafter where no other provision was thereby made for the purpose, upon the following terms that is to say: That a Chief Factor for the time being, entitled to two eighty-fifth shares under Article 2, and a Chief Trader, for the time being, entitled to one eighty-fifth share under Article 3, should be permitted to retire under the following allowances, namely: after wintering three years in North America, he should be allowed to hold his share or shares as the case might be for one year next after his retirement, and half of his said share or shares for the next succeeding four years and in case of a party retiring after wintering five years, he should be allowed to hold his share or shares, as the case might be, for one year next after his retirement, and half of his said share or shares for the next succeeding six years, to be respectively held by him and his representatives, respectively, during the respective periods mentioned in the now reciting Article. But that no more than three Chief Factors or two Chief Traders should be allowed to retire under that Article in any one year, nor, unless he or they respectively so desire to retire, should give one year's previous notice thereof in writing to the said Governor and Council, and the option of retirement should be in the rotation in which the Chief Factors and Chief Traders as far as they were concerned, were respectively in the Commissions so to be respectively made as aforesaid, and thereinbefore named or mentioned, and in other cases should be by seniority in each class according to the dates of their respective Commissions. Article 25,—That in the event of the death of any Chief Factor or Chief Trader, his representatives should be entitled to the benefit of his share or shares, as the case might be, under article 2, or 3, to the end of the year in which he died, such year being considered as ending in each first day of June; and if such death should happen before the party dying should have wintered in North America five years, his representatives should have an addition half of such share or shares for four years from the end of the year in which the party should die, and if his death should happen after having wintered five years, then his representatives should be put on the same footing as if the party had retired and been entitled to a six years'

interest in the said Concern under Article 24, and that in case such representative or representatives should be desirous of disposing of his, her or their respective interests in the said Concern, as such representative or representatives he or they should give notice thereof to the said Governor and Company, who should have the right of pre-emption with respect thereto. Article 26,—That no Chief Factor nor Chief Trader who should retire, should after such retirement sell and dispose of his share or interest in the said Concern without giving notice thereof to the said Governor and Company, who should be thereupon entitled to a right of pre-emption; nor, in case of sale, should any Chief Factor or Chief Trader be thereby otherwise discharged from the several articles contained therein, or in the said recited Indenture, or from his observance or performance thereof, nor from his liability to forfeiture or the consequences thereof, but that all such articles should continue notwithstanding, to be as binding on, and all penalties in respect of such forfeiture should be payable by him respectively, and his representatives, as if he had continued such Chief Factor or Chief Trader respectively. Article 27,—That in such cases as were not thereinbefore expressly provided for, any one or more of the Chief Factors, for the time being so as they should not without the express consent of the Governor and Council in North America exceed in any one year three Chief Factors; and any one or more of the Chief Traders for the time being, so as they should not without the like consent exceed in any one year three Chief Traders, might at any time retire and vacate their respective offices of Chief Factor and Chief Trader respectively, upon giving one year's previous notice in writing, to the said Governor and Council, but that the parties so retiring and vacating their respective offices should not, however, be entitled to participate in the retired list, according to any of the Articles thereinbefore contained in that behalf, but that they and their representatives should, notwithstanding such, their retirement or vacation of office, remain subject to all such restrictions as to trade and payments, as if the party or parties so retiring under the now reciting Article had continued in force. Article 28,—That when any vacancy should happen in the number of Chief Factors or Chief Traders, as thereinbefore provided for, the same should be reported forthwith by the said Governor

and Council in North America to the Governor and Company in England, accompanied with the nomination by the said Governor and Council of three persons to be respectively selected according to the next Article for each vacancy, and whom they, the said Governor and Council, might consider from seniority and merit entitled to fill such vacancy, and that the said Governor and Company should, without delay, select one of such persons so nominated to fill each of such vacancies. Article 29,—That each person to be named to fill the vacancy of Chief Factor, under the last Article, should be selected or taken from the list of Chief Traders, and the person to fill the vacancy of Chief Trader under the same Article, should be taken from the Clerks employed in the said Concern in North America. Article 30,—That whenever the shares provided for persons retiring under Articles 4, 22 and 23, should fall in and expire, then, that no more than 21 of the said eighty-five shares at any one time should be applied for the benefit of those on the retired list, under Article 24, unless such failure of shares should be caused by death in the then current year, or unless an excess beyond the said twenty-one shares be first expressly sanctioned by the said Governor and Company, after having received a special minute thereof from the said Governor and Council. Article 31,—That regular sets of accounts made up to the preceding 1st day of June should be sent out annually by the outward bound ships of the season, to be laid before the Councils of the said Concern in North America, for the benefit of the parties interested therein, and there resident; and that if no objections in writing to the same be transmitted by the homeward bound ships belonging to the said Concern in the following year, such accounts should be considered as approved and be thenceforth binding. Article 32,—That by the same or the like outward bound ships of the season, each Chief Factor, Chief Trader, and each Clerk respectively, in the service, should have his private account transmitted to him, and the balance should be either paid to him by Bills drawn by him and made payable in London on every fifteenth day of April, or to be paid to any person authorised as his Agent to receive the same, and to settle such account or accounts for the time being, on the same being made up on each first day of June, aforesaid. If the said party should prefer to leave such balance in the hands of the said Governor and Company, and notify the same

to them, then that they should either allow him lawful interest for the same, or, at the option of the said Governor and Company, invest the same in the purchase of Parliamentary stock, and receive, and when received, credit his account with the dividends thereof.

Article 33,—That no Chief Factor or Chief Trader who might retire, or the representatives of such of them as might die, should after such retirement or death, be at liberty or have any right to inspect or question the accounts mentioned in Article 31, but should respectively be concluded as to them by the certificate of the said Governor and Company as to their correctness as far as respected their shares and interests therein respectively.

Article 34,—That no person becoming entitled as the assignee of the share or shares of a retired Chief Factor or Chief Trader, or as the representative of a deceased Chief Factor or Chief Trader should be entitled to derive any benefit therefrom, as such assignee or representative, unless such person within eighteen calendar months respectively, next after his respective title or claim should have accrued, should give notice thereof to the said Governor and Company at the Hudson's Bay House, London, or other their house in London, for the management of their concerns, and there cause the several instruments under which he should derive title as such assignee or representative to be duly registered in the books of the said Governor and Company.

Article 35,—That the Chief Factors and Chief Traders then appointed or to be appointed, and every Chief Factor and Chief Trader from time to time and at all times during the said Concern, to be appointed by the said Governor and Company for the superintendence and management of the said Concern, should within eighteen calendar months next after the date thereof, with respect to the present Chief Factors and Chief Traders, and with respect to all future Chief Factors and Chief Traders within twelve calendar months next after the date of their respective Commissions, enter into a Covenant or agreement with the said Governor and Company, for the due observance and performance by them, the said Chief Factors and Chief Traders of all the conditions, agreements, rules and regulations mentioned and contained in the now reciting deed poll, and also all other rules and regulations to be from time to time duly made pursuant to the said recited Indenture, and the terms thereof, as far as the same was or should be applicable to

them respectively, and for the payment to the said Governor and Company of the sum of one thousand pounds, as liquidated damages for every wilful breach of such conditions, agreements, rules and regulations by the parties so respectively covenanting, and for the acceptance by them respectively of the several provisions by the now reciting deed poll, made or to be made for them; and that every such appointment should be avoidable in case the appointee therein named should omit or refuse to enter into such covenant or agreement within the time thereinbefore mentioned in that behalf. Article 36,—That the several articles, matters, and things thereinbefore contained, should be binding on the said Governor and Company, and should continue in force during the said Concern, as far as related to Articles 1, 2, 3, 4, 15, 22, 24, 25, 28, 29, 31 and 32, without any right on the part of the Governor and Company, or their Committee, for the time being, to defeat, alter or vary the same, either in whole or in part, without the consent in writing of the majority of Chief Factors and Chief Traders, for the time being respectively, and as far as related to the remaining articles contained in the now reciting deed poll, unless in the meantime and until determined, altered or varied by the said Governor and Company in conformity to their power reserved to them under their said Charter, or the said recited Indenture, and until sufficient notice thereof to be given by the said Governor and Company of such determination, alteration or variance, and that all persons having any interest or being in anywise entitled for the time being under the said Articles, or any of them, should or might be entitled to proceed against the said Governor and Company in case of any breach on their part of any one or more of the said Articles. AND WHEREAS the several persons, respectively named in the said last in part recited deed poll in that behalf, were, shortly after the date thereof, appointed Chief Factors and Chief Traders for the purposes therein mentioned by the said Governor and Company, by Commission under their Common Seal, and each of the said Chief Factors and Chief Traders upon or shortly after obtaining such his several appointment or commission did enter into a covenant or covenants with the said Governor and Company for the due observance and performance of all the conditions, agreements, rules and regulations mentioned and contained in the said deed poll, and also all other the rules

and regulations to be from time to time duly made pursuant to the said therein and hereinbefore in part recited Indenture, and also to pay to the said Governor and Company the sum of one thousand pounds as liquidated damages for every wilful breach thereof, as hereinbefore referred to. AND WHEREAS the several inventories and valuations respectively mentioned in the said recited Indenture of the 26th day of March, one thousand eight hundred and twenty-one, were respectively taken and made according to the directions of the same Indenture, and the several goods, provisions, stores, debts, and other effects of which inventories were directed to be taken, have since formed part of the capital of the said concern. AND WHEREAS all the depots, stations and posts in North America at the date of the same Indenture, or then lately belonging to the said North West Company, and the forts, buildings, and erections thereupon, then standing and being, were delivered up and possession thereof taken by the said Governor and Company in pursuance of the said provision for that purpose contained in the said recited Indenture of the 26th day of March, one thousand eight hundred and twenty-one, and the same have since also constituted part of the capital of the said Concern: save and except that some of the said forts, buildings, and erections have been razed and destroyed under the authority or power for that purpose given to the said Governor and Company by the same Indenture. AND WHEREAS the said five shares of the said net gains and profits which were allotted to the said Governor and Company, in order to carry into effect certain arrangements to be by them made with the representatives of the said late Earl of Selkirk, deceased, were afterwards transferred to or made disposable by the said representatives, but the same have since been transferred to the said Governor and Company by the said representatives, in consideration of the said representatives having been admitted members of the said Company and proprietors of stock in lieu thereof, according to an Indenture bearing date the fourteenth day of September, and made or expressed to be made between the said Governor and Company of the one part, and the said representatives of the other part. AND WHEREAS the said concern hath been in other respects carried on under the said recited Indenture, and according to the terms and conditions thereof; save and except that no part of the gains and profits in

respect of the said ten shares so directed by the said Indenture to be invested by the said Governor and Company in their names in the parliamentary stocks, or public funds of Great Britain was ever invested pursuant to such directions or otherwise. AND WHEREAS His present Majesty by an instrument under the hand and seal of the Right Honorable Earl Bathurst, one of His Majesty's principal Secretaries of State, bearing date the fifth day of December, one thousand eight hundred and twenty-one, and under and by virtue "of an Act of Parliament passed in the second year of His Majesty's reign, intituled, an Act for regulating the Fur trade and establishing a criminal and civil jurisdiction within certain parts of North America," granted and gave His royal license to the said Governor and Company, and the said William McGillivray, Simon McGillivray, and Edward Ellice, 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 His Majesty's 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, and thereby secured to the said Governor and Company, and the said William McGillivray, Simon McGillivray, and Edward Ellice, the sole and exclusive privilege for the full period of twenty-one years from the date of the said grant, now in recital, of trading with the Indians in all such parts of North America as aforesaid, (except as thereafter excepted), and declared that no rent should be required or demanded for or in respect of the said grant or license, now in recital, or any privileges given thereby for the said term of twenty-one years; but that the said Governor and Company, and the said William McGillivray, Simon McGillivray, and Edward Ellice, should, during the said grant, do such acts and perform such engagements and be subject to such penalties as therein are mentioned (being the same acts, engagements and penalties as are mentioned and contained in the deed poll or instrument in writing next thereafter recited), and it is in the said grant now in recital declared, that nothing therein contained should be deemed or construed to authorise the said Governor and Company, or the said William McGillivray, Simon McGillivray, and Edward

Ellice, or any persons in their employ, to claim or exercise any trade with the Indians on the North West Coast of America, to the westward of the Stoney Mountains to the prejudice or exclusion of any citizen of the United States of America who might be engaged in the said trade. AND WHEREAS by a deed poll or instrument in writing, under the Common Seal of the said Governor and Company, and under the hands and seals of the said William McGillivray, Simon McGillivray, and Edward Ellice, and bearing date the same fifth day of December, one thousand eight hundred and twenty-one, the said Governor and Company and the said William McGillivray, Simon McGillivray, and Edward Ellice covenanted and bound themselves, their successors, heirs, executors, administrators and assigns, that they would, during the period of the said grant and license, keep accurate registers of all persons employed by them, their successors, heirs, executors, administrators or assigns in any part of North America, and would once in each year return to the Secretary of State accurate duplicates of such registers. And the said Governor and Company, and William McGillivray, Simon McGillivray, and Edward Ellice, thereby further bound themselves, their successors, heirs, executors and administrators, in penal sum of five thousand pounds—that they would as far as in the them lay, ensure the due execution of all criminal processes and of any civil process in any suit where the matter in dispute should exceed two hundred pounds, by the officers and persons legally empowered to execute such process within all the territories included in the said grant, and produce or deliver into safe custody for purpose of Trial, any persons in their employ or acting under their authority, within the said Territories who might be charged with any criminal offence; and they also covenanted that they would, as soon as the same could be conveniently done, make and submit to the consideration and approval of His Majesty such rules and regulations for the management and carrying on of the said Fur Trade with the Indians, and the conduct of the persons employed by them therein, as might appear to them to be most effectual for gradually diminishing and ultimately preventing the sale or distribution of spirituous liquors to the Indians, and for promoting their moral and religious improvement. It being, nevertheless, understood that the covenant or covenants, or other obligations thereinbefore made and

entered into, were made and entered into upon the express condition that the said Governor and Company, and the said William McGillivray, Simon McGillivray, and Edward Ellice, and their successors, heirs, executors, administrators, and assigns, or any of them, should not be bound to plead or answer, save and except as thereafter mentioned in that behalf, or be otherwise subject or liable to any action or actions, suit or suits, or other proceedings which should or might be brought, sued, instituted or prosecuted against them or any of them, for, or by reason, or in consequence of any breach or breaches of the said covenant or covenants, in their or either of their part, other than and except such action or actions, suit or suits, or other proceedings as should be brought or prosecuted on that account against them or any of them by His Majesty's Attorney General in England, or in his name and under his authority to be for that purpose given, prior to the commencement of every such action, suit, or other proceeding, and that it should be lawful for the said Governor and Company, and their successors, and the said William McGillivray, Simon McGillivray, and Edward Ellice, their heirs, executors, administrators and assigns, and each and every of them, to plead and set forth the provision now in recital, and that the same should be held as operating in bar to all other actions, suits, or other proceedings which should or might be brought or instituted against them or any of them, for or on account of any such breach or breaches of covenant, as aforesaid, by any person or persons whomsoever other than and except His Majesty's said Attorney General, and under his name and authority to be given as aforesaid. AND WHEREAS by a deed poll or instrument in writing under the Common Seal of the said Governor and Company, and under the hands and seals of the said William McGillivray, and Simon McGillivray, and Edward Ellice, and bearing date on or about the tenth day of April, one thousand eight hundred and twenty-two the said Governor and Company, and the said William McGillivray, Simon McGillivray, and Edward Ellice, licensed or empowered William Williams, and other persons therein named and described, as the Chief Factors of the said Concern, to trade on its behalf with the Indians within the limits specified in His Majesty's license for twenty-one years from the date thereof (unless His Majesty's said grant should be revoked), and invested them with the various

powers and authorities therein mentioned. AND WHEREAS His Majesty's said grant and the said covenants and obligations relating thereto, were respectively obtained and entered-into with reference to the said concern, carried on under the said recited Indenture, of the twenty-sixth day of March, one thousand eight hundred and twenty-one, and were intended to form part thereof, notwithstanding the same were obtained and entered into, not only by the said Governor and Company, but also, by and in the names of the said William McGillivray, Simon McGillivray, and Edward Ellice. AND WHEREAS the said partnership which subsisted between the United North West Companies, under the said agreement of the fifth day of November, one thousand eight hundred and four, and also the separate partnership of the said Companies, as subsisting previously thereto, have respectively determined by effluxion of time, and the said parties hereto, of the second part, have now acquired or claim to have acquired the whole of the interest of both the said last mentioned Companies. AND WHEREAS the said Governor and Company, and the said parties hereto, of the second part, are desirous of dissolving the partnership subsisting between them in the said Concern, under the said recited Indenture of the twenty-sixth day of March, one thousand eight hundred and twenty-one, but not so as thereby to alter or affect the appropriation of the said forty shares, so appointed by the said recited deed poll of the twenty-sixth day of March, one thousand eight hundred and twenty-one, or to alter or vary any of the provisions therein contained, or any of the provisions contained in the said recited Indenture of that date, in relation to the same forty shares, or any appointments or covenants made or entered into in pursuance of the same deed poll, but that the same appropriations, appointments and covenants respectively, should have continuance in the same manner as if the said partnership Concern had continued for the whole period originally agreed upon by the said Indenture of the twenty-sixth day of March, one thousand eight hundred and twenty-one. AND WHEREAS it appears, and is admitted by the said Governor and Company, and by the said parties hereto, of the second part, that the said partnership concern under the said Indenture of the twenty-sixth day of March, one thousand eight hundred and twenty-one, commenced with a capital in money and effects of three hundred and twenty-

six thousand eight hundred and seven pounds three shillings and ten pence, independently of the Territory of the said Company in North America, and the rights and privileges of the said Charter; one equal moiety or half part of which said capital, of three hundred and twenty-six thousand eight hundred and seven pounds three shillings and ten pence, was brought into the said Concern or trade by the said Governor and Company; and the other moiety or half part by the said parties hereto, of the second part. AND WHEREAS upon the Treaty for the dissolution of the said partnership, it was agreed that the same should take effect as from the close of the accounts of the outfit of the year one thousand eight hundred and twenty-one, and one thousand eight hundred and twenty-two, to be made up as of the first day of June, now last past. AND WHEREAS an account or rest hath been accordingly made up to the said first day of June now last past, of the said partnership Concern, as far as circumstances would admit, and after making due provision for the satisfaction of all claims upon the same, and adjusting and allowing the gains and losses of the said Concern, the balance of the said capital, stock, debts, and effects belonging and due and owing to the said Concern on that day, (including therein the returns of the outfit of the years one thousand eight hundred and twenty-one, and one thousand eight hundred and twenty-two), will, it is apprehended, leave the said Capital of three hundred and twenty-six thousand eight hundred and seven pounds three shillings and ten pence undiminished; but in as much as the whole of the returns of the said outfit of one thousand eight hundred and twenty-one, and one thousand eight hundred and twenty-two have not been realized, the amount of the said Capital cannot be precisely ascertained; it hath therefore been agreed that if the said Capital stock shall not in money and effects amount to the said sum of three hundred and twenty-six thousand eight hundred and seven pounds three shillings and ten pence, the deficiency shall be made good in equal moieties: one moiety by the said Governor and Company, and the other moiety by the said parties hereto, of the second part, in manner hereinafter mentioned. AND WHEREAS, upon the Treaty for the dissolution of the said partnership, it was further agreed that the said Capital should be transferred to, and wholly vested in the said Governor and Company; and that whether

it should equal or exceed the said sum of three hundred and twenty-six thousand eight hundred and seven pounds three shillings and ten pence; or should be so made up as aforesaid, it should be considered as forming together with the said Territory, and the rights and privileges of the said Charter, a Capital or joint stock of four hundred thousand pounds Hudson Bay Company's Stock, and that the Concern in future should be carried on under the Charter or Charters of the said Company alone, and discharged from the provisions of the said Indenture of the twenty-sixth day of March, one thousand eight hundred and twenty-one, and for the benefit of the said Company (but without prejudice to the said forty shares, and that the said parties hereto, of the second part, should be admitted members of the said Company, and be deemed proprietors of one hundred and seventy-five thousand pounds stock, (part of the said joint stock of four hundred thousand pounds) and have their names inscribed in the books of the said Company as such proprietors to that extent in equal proportions. AND WHEREAS, with a view to carry the above arrangement into effect, it was at a General Court of Proprietors of the said Company, held at the Hudson Bay House, London, on the seventh day of September instant, resolved to increase the capital or joint stock of the Company to the sum of four hundred thousand pounds, and that one hundred and seventy-five thousand pounds should be the share thereof of the said parties hereto, of the second part, upon the execution of these presents. AND WHEREAS it was further agreed that the said Governor and Company, and the said parties hereto, of the second part, should reciprocally make and enter into the several Releases, Assignments, Covenants and Agreements hereinafter contained: Now THIS INDENTURE WITNESSETH that in pursuance and part performance of the said recited agreement, they, the said Governor and Company and the said parties hereto, of the second part, and with the mutual assent of each other, Have dissolved and determined, and by these presents Do dissolve and determine as from the said first day of June last, the said Co-partnership which was so entered into and has so subsisted between them, as aforesaid, under the said recited Indenture of the twenty-sixth day of March, one thousand eight hundred and twenty-one, and the said recited grant and other instruments, or any of them, (save and except so far as relates to

the said forty-one hundred shares which were appointed by the said hereinbefore in part recited deed poll of the twenty-sixth day of March, one thousand eight hundred and twenty-one, and save and except, and without prejudice to the rights of the said parties respectively entitled to the same shares under the same Indenture and deed poll), to the end and intent that the said Trade or Concern shall (subject, nevertheless, and without prejudice, as hereinbefore is mentioned), be henceforth conducted by the said Governor and Company under their said Charter or Charters, alone and freed from the control or interference of the said Board of management, established by the said recited Indenture of the twenty-sixth day of March, one thousand eight hundred and twenty-one, and from the clauses and provisions contained in the same Indenture, and the said Governor and Company Have released, acquitted, and for ever discharged and by these presents Do release, acquit, and for ever discharge the said parties hereto, of the second part, and each and every of them, their and each and every of their heirs, executors, and administrators, and their, and each and every of their estates, and effects, whatsoever and wheresoever, and every of them and every part thereof, respectively, of and from all actions, suits, causes of action and suit, debts, accounts, reckonings, controversies, sums of money, damages, costs, charges, claims, and demands whatsoever either at law or in equity, which the said Governor and Company and their successors, now have or at any time hereafter can, shall, or may have claim or demand against, from or upon the said parties hereto, of the second part, or any of them, their, or any of their heirs, executors or administrators, or their or any of their estates or effects whatsoever, or any of them or any part thereof, respectively, for or by reason or in consequence of the said Co-partnership so hereby dissolved, as aforesaid; or for, or by reason, or in consequence of all or any acts, transactions, matters and things in anywise relating thereto, without prejudice, nevertheless, to the covenants, promises and agreements which by these presents are entered into by the said parties hereto of the second part with the said Governor and Company and their successors, or to any means to be taken or pursued by the said Governor and Company, or their successors, either at law or in equity for enforcing the due execution and performance thereof, or any of them, and subject and without prejudice

to any rights of action which shall have accrued previously to the date hereof, in respect of any of the matters aforesaid. And the said parties hereto, of the second part Have, and each and every of them Hath released, acquitted, and forever discharged, and by these presents Do, and each and every of them Doth release, acquit and for ever discharge the said Governor and Company, and their successors, and their estates and effects, and every of them, and every part thereof, of and from all actions, suits, causes of action and suit, debts, accounts, reckonings, controversies, sums of money, damages, costs, charges, claims and demands whatsoever, either at Law or in Equity, which the said several persons, parties hereto of the second part, or any of them, their or any of their executors or administrators now have or at any time hereafter can, shall, or may have claim and demand against, from, or upon the said Governor and Company or their successors, for, or by reason, or in consequence, of the said Copartnership so hereby dissolved, as aforesaid, or for, or by reason, or in consequence of all or any acts, transactions, matters and things in anywise relating thereto, without prejudice, nevertheless, to the covenants, provisions and agreements which by these presents are entered into by the said Governor and Company with the said parties hereto, of the second part, or to any means to be taken or pursued by the same parties or any of them, their or any of their executors or administrators, either at Law or in Equity, for enforcing the due execution and performance thereof, or of any of them, and subject and without prejudice to any rights of action which shall have accrued previously to the date hereof in respect of any of the matters aforesaid. AND THIS INDENTURE FURTHER WITNESSETH : that in pursuance and further performance of the said agreements hereinafter contained, and of the sum of ten shillings of lawful money current in England, to the said parties hereto of the second part, paid by the said Governor, and Company, the receipt whereof is hereby acknowledged, They the said parties hereto of the second part Have, and each and every of them Hath bargained, sold, assigned, transferred, remised and released, and by these presents Do, and each and every of them Doth bargain, sell, assign, transfer remise and release unto the said Governor and Company, and their successors, for ever, ALL AND SINGULAR the said Capital stock, debts and effects of the said Co-partnership hereby dissolved, and

also all Indentures of Apprenticeship and engagements for service mentioned or referred to in the said in part recited Indenture of the twenty-sixth day of March, one thousand eight hundred and twenty-one, and not already assigned to the said Governor and Company, in pursuance of the said agreement for that purpose therein contained; and also all that, the said hereinbefore recited grant from His Majesty, and the privileges and powers thereby given to them the said William McGillivray, Simon McGillivray, and Edward Ellice, or any of them, in conjunction with the said Governor and Company, or such and so many of the said Capital Stock, debts, effects and premises, or such part or parts or share or shares thereof as are not already vested in the said Governor and Company. And all the right, title, interest, possibility, property claim, and demand whatsoever, both at law and in equity of them the said parties hereto of the second part, and each and every of them in, to, out of or upon the said several premises. To have, hold, receive and take the said Capital Stock, debts and effects, and all and singular the premises hereinbefore assigned or released or intended so to be unto the said Governor and Company, their successors and assigns, (subject nevertheless, and without prejudice to the provisions and regulations of the said recited deed poll of the twenty-sixth day of March, one thousand eight hundred and twenty-one, and to such of the provisions of the said recited Indenture of the same twenty-sixth day of March, one thousand eight hundred and twenty-one, as relates to the said forty shares appointed by the same deed poll, and to the rights in respect of the same shares, of the several persons entitled thereto, but freed and discharged from all claims and demands by or on the part of the said parties hereto of the second part, and all other persons whomsoever claiming or to claim under or through them or any of them, save and except and so far as they or any of them are or shall become a component part of the same Company, in pursuance of these presents and of the covenants hereinafter contained in that behalf: PROVIDED NEVERTHELESS, and it is hereby agreed and declared between and by the said parties, to these presents and the said Governor and Company do hereby for themselves and their successors, as far as this covenant or provision is applicable to them, covenant, promise and agree with and to the said parties hereto, of the second part: and the said parties hereto of the second

part Do hereby for themselves, their heirs, executors and administrators, and each and every of them Doth hereby for himself, his heirs, executors and administrators, so far as this covenant or provision is applicable to them or any of them, covenant, promise and agree with and to the said Governor and Company and their successors, That in case the present Capital Stock of the said Concern, so estimated as aforesaid, at the sum of three hundred and twenty-six thousand eight hundred and seven pounds three shillings and ten pence, shall, when the whole of the outfits of the years one thousand eight hundred and twenty-one, and one thousand eight hundred and twenty-two come to be realized, fall short of the said estimated sum of three hundred and twenty-six thousand eight hundred and seven pounds three shillings and ten pence, then and in that case such deficiency (whatever it may be) shall forthwith be made good by the said Governor and Company, and the said parties hereto, of the second part, in such proportions that one equal moiety, or half part thereof, shall be paid or borne by the said parties hereto of the second part; and the remaining equal moiety, or half part thereof, by the said Governor and the present members of the said Company. AND FURTHER: that the same Stock, whether it shall equal or exceed the said sum of three hundred and twenty-six thousand eight hundred and seven pounds three shillings and ten pence, or shall be so made up as aforesaid, shall, together with the said Territory and the rights and privileges of the said Charter, constitute, or form, or be considered as constituting or forming a Capital Joint Stock of four hundred thousand pounds under the said Charter, and known by the name of the Hudson Bay Stock, and shall (subject, nevertheless, and without prejudice to the rights of persons claiming or to claim in respect of the said forty shares), go and belong to the several parties and in the several proportions following; that is to say, as to the sum of two hundred and twenty-five thousand pounds Stock, part of the said four hundred thousand pounds to the members of the said Company, (other than and except the said parties hereto, of the second part, but including therein the said representatives of the said Earl of Selkirk); and as to the sum of one hundred and seventy-five thousand pounds Stock, residue of the said sum of four hundred thousand pounds Stock, unto and equally between the said parties hereto, of

the second part. And the said Governor and Company for themselves and their survivors, Do hereby further covenant, promise and agree with and to the said parties hereto of the second part, their executors, administrators and assigns, that they, the said Governor and Company and their successors, shall and will, well and truly, observe and perform with and to the said Apprentices, Clerks, Guides, Interpreters, Canoemen, and others whose Indentures of Apprenticeship and engagements have been already or hereby are assigned and transferred or intended so to be to the said Governor and Company, all conditions, covenants, obligations and promises to which the said late North West Company, or any of the partners therein, on account of the same Company, shall be liable in respect of such Indentures and engagements; and also, that the said Governor and Company, and their successors, shall and will well and truly observe and perform the several covenants, obligations, conditions, engagements and stipulations made or entered into by them, and the said several persons parties hereto, of the second part, with His Majesty, and contained in the said recited deed poll or instrument in writing of the fifth day of December, one thousand eight hundred and twenty-one, with reference to his Majesty's said grant of even date therewith. And also shall and will at the costs and charges in all things of the said Governor and Company, save harmless and keep indemnified the said parties hereto of the second part, and every of them, their, and every of their heirs, executors and administrators, and their and every of their estates and effects, whatsoever and wheresoever, and every of them and every part thereof, respectively, of, from and against all and singular the debts now due and owing from the said partnership Concern hereby dissolved, as aforesaid, and every of them and every part thereof, and of, from and against all and all manner of actions, suits, costs, losses, damages and expenses, which they or any of them shall or may incur by reason or on account of the said debts, or any of them or any part thereof, or in anywise relating thereto, or by reason or in consequence of any neglect or omission by or on the part of the said Governor and Company, to observe and perform all or any of the several covenants, obligations, conditions, engagements, promises and stipulations hereinbefore referred to, as well with reference to His Majesty's said grant, as also with reference to the

said Apprentices, Clerks, Guides, Interpreters, Canoemen, and other persons whose Indentures of Apprenticeship and engagements have been or are hereby intended to be assigned and transferred as aforesaid. AND FURTHER: that they, the said Governor and Company, shall and will act upon and give effect to, or otherwise confirm the said deed poll or instrument in writing of the tenth day of April, one thousand eight hundred and twenty-two, and the several powers and licenses, thereby given, and also the said recited deed poll of the twenty-sixth day of March, one thousand eight hundred and twenty-one, and all appointments thereby made or to be made in pursuance thereof; subject, nevertheless, to the several conditions and provisions therein contained; and shall and will duly account for and pay, and apply the said forty shares thereby appointed to the persons and for the purposes, to whom, and for which, the same shall, for the time being, be applicable under the provisions of the same deed poll, and shall and will in all respects watch over and protect the interests of the persons, for the time being, entitled to the same shares, so far as relates to the same shares and their rights, under the said deed poll and Indenture, or either of them, during the continuance of the said term, and as if the same term had continued to all intents and purposes; and shall not nor will do any act, matter or thing, whatsoever, contrary to the true intent and meaning of the said deed poll, or to defeat the provisions thereof. AND LASTLY: that the said parties hereto of the second part, shall be, and be considered as from the said first day of June, now last past, members and integral parts of the said Company under the said Charter or Charters, and proprietors under the same, and entitled to all the rights and privileges thereof, to the extent of the said sum of one hundred and seventy-five thousand pounds, part of the said Stock of four hundred thousand pounds, and with reference thereto, and that the respective names of the said parties hereto, of the second part, shall be forthwith inscribed in the books of the said Company, as such proprietors of stock under the said Charter or Charters in the proportions following, that is to say: As to the said William McGillivray, as proprietor of fifty-eight thousand three hundred and thirty-three pounds six shillings and eight pence, Stock; and as to the said Simon McGillivray as proprietor of the like fifty-eight thousand three hundred and thirty-

three pounds six shillings and eight pence, Stock ; and as to the said Edward Ellice, as proprietor of the like fifty-eight thousand three hundred and thirty-three pounds six shillings and eight pence, Stock ; and that the said parties hereto, of the second part, shall in the like proportions, have, respectively, the right and privilege of voting and all other rights and privileges appertaining to the said Charters or either of them. And the said parties hereto, of the second part, do hereby, for themselves, their heirs, executors and administrators, and each and every of them, doth hereby for himself, his heirs, executors, and administrators, covenant, promise and agree with and to the said Governor and Company, and their successors, that they, the said Governor and Company, and their successors, shall, and may from time to time and at all times hereafter, have, hold and enjoy the said Capital Stock, effects and premises hereinbefore assigned or released, or intended so to be, and manage and conduct the said Concern, under the said Charter or Charters alone, (subject, nevertheless, and without prejudice, as hereinbefore is mentioned), without any let, suit, interruption or denial, by or from the said parties hereto, of the second part, other than and except as members of the said Company, and in the exercise of their rights or privileges under the said Charters, or by or from any other person or persons, claiming or to claim under or through them or any of them, or claiming or to claim as a Member or Members of the said late North West Company, or in respect thereof. AND FURTHER : that they, the said parties hereto, of the second part, shall and will do all such acts, and conform to all such rules as are by the Charter of the said Company required to be done, or observed by persons proposing to become and being members of the said Company : And also, shall and will at their, or some or one of their own costs and charges, in all things, and from time to time, and at all times hereafter, defend, save harmless, and keep indemnified, the said Governor and Company, and their successors, of, from and against all claims and demands, which any person or persons, as a Member or Members of the said North West Company, or as his her or their representative or representatives, shall or may at any time or timer hereafter, have or claim to have, upon or against the said Governor and Company, or their successors, either at law or in equity, for so by reason, or on account, or in respect of all, or any part of the stock,

property, goods and effects lately belonging to the said North West Company, or the produce thereof, being appropriated by the said Governor and Company, under the said recited Indenture of the twenty-sixth day of March, one thousand eight hundred and twenty-one, to the purposes of the said Copartnership Concern ; or for, or by reason, or on account of the said property and effects being now made to form part of the Capital Stock of the said Hudson's Bay Company, under the said Charter or Charters, or for, or by reason, or on account of the dissolution hereby made of the said partnership Concern, or any one or more of the terms upon which the same hath been determined or dissolved ; or for, or by reason, or in consequence of all or any of the arrangements consequent thereto, or to the carrying of the same into effect, and of and from all actions, suits, damages, losses and expenses, which the said Governor and Company, and their successors, shall or may at any time or times hereafter, incur, bear or sustain, or be liable to, by reason or on account of such last mentioned claims or demands, or any of them. AND FURTHER : that they, the said parties hereto, of the second part, and each and every of them, their, and each and every of their executors and administrators, shall and will, from time to time, and at all times hereafter, upon every reasonable request, and at the costs and charges in all things of the said Governor and Company and their successors, make, do and execute, or cause or procure to be made, done and executed, all such further and other lawful acts, deeds, assignments, and other assurances, in the law, for the further and more effectual vesting in the said Governor and Company, the said Capital Stock, Debts, Effects, Indentures of Apprenticeship, grant, privileges, and rights, or parts and shares and premises hereinbefore assigned, or released, or intended so to be, in manner aforesaid ; or in confirmation thereof, as by the said Governor and Company, and their successors or their Counsel in the law, shall be reasonably advised or devised and required, and be tendered to be made, done, and executed. AND MOREOVER, that the said parties hereto, of the second part, or any of them, or any other person or persons who at the time of the execution of the said recited Indenture, of the twenty-sixth day of March, one thousand eight hundred and twenty-one, was or were concerned or interested in the said North West Company, shall not nor will at

any time or times hereafter, either by immediate barter, sale or purchase with, to or from the Indians in any part of North America ; or by the exportation to North America of trading goods, provisions or stores designed for the use of such Indians ; or by the importation into Great Britain or Ireland, or elsewhere, of Furs, Peltries, or other articles usually received in return from them, or by giving assistance or advice to any person or persons concerned in the said Trade or any branch thereof ; or in any other manner, save and except, as a member of the said Hudson's Bay Company, and as thereunto authorised by the Charter or Charters of the same Company, be either directly or indirectly concerned in the said Trade, or any branch thereof, or lend money to any person or persons concerned in the said trade, or any branch thereof. PROVIDED ALWAYS, and it is hereby agreed by and between the said parties to these presents, that nothing herein contained is intended to affect or disturb the said recited deed poll, or the appropriations, rules and regulations thereby made, during the continuance of the said term of twenty-one years, commencing with the outfit out of the year one thousand eight hundred and twenty-one ; and ending with the outfit, unless authorised by the same deed poll, of the year one thousand eight hundred and forty-one, and the returns thereof. AND FURTHER : that for the purpose of ascertaining from time to time the gains and profits, or as the case may be, the losses of the said trade, so to be carried on by the said Governor and Company, under their Charter, with a view to the said forty shares, so appointed by the same deed poll, as aforesaid, such general account as was prescribed by the said in part recited Indenture, of the twenty-sixth day of March, one thousand eight hundred and twenty-one, shall, on the first day of June, one thousand eight hundred and twenty-five, and on every succeeding first day of June, until the first day of June, one thousand eight hundred and forty-three, inclusive, be stated and made out in the same manner, with respect to the matters therein contained, as the same would have been stated and made out in case the said partnership Concern had continued during the said term of twenty-one years, and had expired only by effluxion of time, but so far only as the several annual accounts hereby required shall or may from time to time be necessary for the purpose of ascertaining the profits and losses in respect of the same forty shares,

respectively, and no further or otherwise. And it is hereby further agreed, that the provisions hereby made for the making out, and stating of the said annual accounts, and also, such of the provisions of the said in part recited Indenture as related to the said forty shares of the said gains and profits, and also, the several articles, rules and regulations, prescribed by the said recited deed poll, shall, during the continuance of the said term of twenty-one years, (and in the same manner as if that term had continued, and expired only by effluxion of time), be deemed and considered and acted upon as if the same had been part of the By-Laws of the said Company under their said Original Charter, and shall be forthwith incorporated therewith, and be rendered incapable of alteration or determination, during the continuance of the said term of twenty-one years, in the same manner as if that time had expired only by effluxion of time; save and except, that with respect to the several articles and matters contained in the said deed poll of the twenty-sixth day of March, one thousand eight hundred and twenty-one-the same, or any of them, may be, or are, or is hereby authorised to be altered or determined, in the same manner, and so far as the same are by the same deed poll, or any article therein, authorized to be altered or determined. PROVIDED ALSO, that nothing herein contained shall operate to preclude either of the said parties to the said in part recited Indenture, from pursuing or prosecuting any remedies now subsisting against the other of the said parties in respect of any covenants or agreements therein contained, where a right or rights of action by reason of any breach or breaches thereof, shall have accrued previously to the date of these presents had never existed. IN WITNESS WHEREOF, the said Governor and Company have caused their Common Seal to be hereunto affixed, and the said several other parties to these presents have hereunto set their hands and seals, the day and year first above written.

A 4.

Grant of Exclusive Trade, 5th December 1821.

(This document is recited in document A. 5 which follows.)

A 5.

CROWN GRANT to the HUDSON'S BAY COMPANY of the exclusive Trade with the Indians in certain parts of North America, for a further term of Twenty-one Years, and upon the surrender of a former Grant.

VICTORIA R.

(L. S.) VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith.

To all to whom these presents shall come, greeting :

WHEREAS by an Act passed in the Session of Parliament holden in the first and second year of the reign of his late Majesty King George the Fourth, intituled, "An Act for regulating the Fur Trade, and establishing a Criminal and Civil Jurisdiction within certain parts of North America," it was amongst other things enacted, that from and after the passing of the said Act, it should be lawful for his said Majesty, his heirs or successors, to make Grants, or give his or their Royal License, under the hand and seal of one of his or their Principal Secretaries of State, to any body corporate or company, or person or persons, of or for the exclusive privilege of trading with the Indians in all such parts of North America as should be specified in any such Grants or Licenses respectively, not being part of the lands and territories theretofore granted to the Governor and Company of Adventurers of England trading to Hudson's Bay, and not being part of any of our Provinces in North America, or of any lands or territories belonging to the United States of America, and that all such Grants and Licenses should be good, valid and effectual for the purpose of securing to all such bodies corporate, or companies or persons, the sole and exclusive privilege of trading with the Indians in all such parts of North America (except as thereafter excepted) as should be specified in such Grants or Licenses, any thing contained in any Act or Acts of Parliament, or any law to the contrary notwithstanding ; and it was further enacted, that no such Grant or License made or given by his said Majesty, his heirs or successors, of any such exclusive privileges of trading with the Indians in such parts of North America as aforesaid, should be made or

given for any longer period than 21 years, and that no rent should be required or demanded for or in respect of any such Grant or License, or any privileges given thereby under the provisions of the said Act for the first period of 21 years; and it was further enacted, that from and after the passing of the said Act, the Governor and Company of Adventurers trading to Hudson's Bay, and every body corporate and company and person to whom any such Grant or License should be made or given as aforesaid, should respectively keep accurate registers of all persons in their employ in any parts of North America, and should once in each year return to the Principal Secretaries of State accurate duplicates of such registers and should also enter into such security as should be required for the due execution of all processes criminal and civil, as well within the territories included within any such Grant, as within those granted by Charter to the Governor and Company of Adventurers of England trading to Hudson's Bay, and for the producing or delivering into safe custody, for the purpose of trial, all persons in their employ or acting under their authority, who should be charged with any criminal offence, and also for the due and faithful observance of all such rules, regulations and stipulations as should be contained in any such Grant or License, either for gradually diminishing and ultimately preventing the sale or distribution of spirituous liquors to the Indians, or for promoting their moral and religious improvement, or for any other object which might be deemed necessary for the remedy or prevention of any other evils which had hitherto been found to exist: And whereas it was in the said Act recited, that by a convention entered into between his said late Majesty and the United States of America, it was stipulated and agreed, that every country on the North-west coasts of America to the Westward of the Stony Mountains should be free and open to the citizens and subjects of the two powers for the term of ten years from the date of the signature of that convention; and it was therefore enacted, that nothing in the said Act contained should be deemed or construed to authorize any body corporate, company or person to whom his said Majesty might, under the provisions of the said Act, make or grant or give a License of exclusive trade with the Indians in such parts of North America as aforesaid, to claim or exercise any such exclusive trade within

the limits specified in the said article, to the prejudice or exclusion of any citizens of the said United States of America who might be engaged in the said trade ; with a proviso, that no British subject should trade with the Indians within such limits without such Grant or License as was by the said Act required ;

And whereas by an instrument under the hand and seal of the Right honourable Earl Bathurst, then one of his said late Majesty's Secretaries of State, and dated the 6th day of December, 1821, after reciting therein, as or to the effect aforesaid, and also reciting that the said Governor and Company of Adventurers of England trading to Hudson's Bay, and certain associations of persons trading under the name of "The North-west Company of Montreal," had respectively extended the fur trade over many parts of North America which had not been before explored, and that the competition in the said trade had been found, for some years then past, to be productive of great inconvenience and loss, not only to the said Company and Associations, but to the said trade in general, and also of great injury to the native Indians and of other persons his said Majesty's subjects ; and that the said Governor and Company of Adventurers trading to Hudson's Bay, and William M'Gillivray of Montreal, in the Province of Lower Canada, esquire, Simon M'Gillivray, of Suffolk-lane, in the city of London, merchant, and Edward Ellice, of Spring-gardens, in the county of Middlesex, esquire, had represented to his said Majesty that they had entered into an agreement, on the 26th day of March last, for putting an end to the said competition, and carrying on the said trade for 21 years, commencing with the outfit of 1821, and ending with the returns of the outfit of 1841, to be carried on in the name of the said Governor and Company exclusively, and that the said Governor and Company, and William M'Gillivray, Simon M'Gillivray and Edward Ellice had humbly besought his said late Majesty to make a Grant and give his Royal License to them jointly of and for the exclusive privilege of trading with the Indians in North America, under the restrictions and upon the terms and conditions specified in the said recited Act: his said late Majesty, being desirous of encouraging the said trade, and remedying the evils which had arisen from the competition which had theretofore existed therein, did give and grant his Royal License, under the hand and seal of

one of his Principal Secretaries of State, to the said Governor and Company, and William M'Gillivray, Simon M'Gillivray and Edward Ellice, 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 said lands and territories belonging to the United States of America, as should not form part of any of his said Majesty's 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 ; and his said late Majesty did also give and grant and secure to the said Governor and Company, and William M'Gillivray, Simon M'Gillivray and Edward Ellice, the sole and exclusive privilege, for the full period of 21 years from the date of that Grant, of trading with the Indians in all such parts of North America as aforesaid (except as hereinafter excepted), and did thereby declare that no rent should be required or demanded for or in respect of that Grant and License, or any privileges given thereby for the said period of 21 years, but that the said Governor and Company of Adventurers trading to Hudson's Bay, and the said William M'Gillivray, Simon M'Gillivray and Edward Ellice, should, during the period of that Grant and License, keep accurate registers of all persons in their employ in any parts of North America, and should once in each year return to his said Majesty's Secretary of State accurate duplicates of such registers, and enter into and give security to his said Majesty, his heirs and successors, in the penal sum of 5,000*l.* for ensuring, as far as in them might lay, or as they could by their authority over the servants and persons in their employ, the due execution of all criminal processes, and of every civil process in any suit where the matter in dispute shall exceed 200*l.*, by the officers and persons legally empowered to execute such processes within all the territories included in that Grant, and for the producing or delivering into custody for purposes of trial all persons in their employ or acting under their authority within the said territories, who should be charged with any criminal offence ; and his said Majesty did thereby require that the said Governor and Company, and William M'Gillivray, Simon M'Gillivray and Edward Ellice, should, as soon as the same could be conveniently done, make and submit for his said Majesty's consideration and approval, such rules and regulations for the management

and carrying on of the said fur trade with the Indians, and the conduct of the persons employed by them therein, as might appear to his said Majesty to be effectual for diminishing or preventing the sale or distribution of spirituous liquors to the Indians, and for promoting their moral and religious improvement; and his said Majesty did thereby declare, that nothing in that Grant contained should be deemed or construed to authorize the said Governor and Company, and William M'Gillivray, Simon M'Gillivray and Edward Ellice, or any persons in their employ, to claim or exercise any trade with the Indians on the North-west coast of America to the westward of the Stony Mountains, to the prejudice or exclusion of any citizens of the United States of America who might be engaged in the said trade; and providing also by the now reciting Grant, that no British subjects other than and except the said Governor and Company, and the said William M'Gillivray, Simon M'Gillivray and Edward Ellice, and the persons authorized to carry on exclusive trade by them on Grant, should trade with the Indians within such limits during the period of that Grant:

And whereas the said Governor and Company have acquired to themselves all the rights and interests of the said William M'Gillivray, Simon M'Gillivray and Edward Ellice, under the said recited Grant, and the said Governor and Company having humbly besought us to accept a surrender of the said Grant, and in consideration thereof to make a Grant to them, and give to them our Royal License and authority of and for the like exclusive privilege of trading with the Indians in North America, for the like period and upon similar terms and conditions to those specified and referred to in the said recited Grant: NOW KNOW YE, That in consideration of the surrender made to us of the said recited Grant, and being desirous of encouraging the said trade, and of preventing as much as possible a recurrence of the evils mentioned or referred to in the said recited Grant; as also in consideration of the yearly rent hereinafter reserved to us, We do hereby grant and give our License, under the hand and seal of one of our Principal Secretaries of State, to the said Governor and Company, 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 Ameri-

ca, as shall 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 hereinafter mentioned: And we do by these presents 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 this our Grant, of trading with the Indians in all such parts of North America as aforesaid (except as hereinafter mentioned): And we do hereby declare that no rent shall be required or demanded for or in respect of this our Grant and License, or any privileges given thereby, for the first four years of the said term of twenty-one years; and we do hereby reserve to ourselves, our heirs and successors, for the remainder of the said term of twenty-one years, the yearly rent or sum of five shillings to be paid by the said Governor and Company, or their successors, on the first day of June in every year, into our Exchequer, on the account of us, our heirs and successors; and we do hereby declare, that the said Governor and Company, and their successors, shall, during the period of this our Grant and License, keep accurate registers of all persons in their employ in any parts of North America, and shall once in each year return to our Secretary of State accurate duplicates of such registers; and shall also enter into and give security to us, our heirs and successors, in the penal sum of five thousand pounds, for ensuring, as far as in them may lie, or as they can by their authority over the servants and persons in their employ, the due execution of all criminal and civil processes by the officers and persons legally empowered to execute such processes within all the territories included in this our Grant, and for the producing or delivering into custody for the purposes of trial all persons in their employ or acting under their authority within the said territories who shall be charged with any criminal offence; And we do also hereby require, that the said Governor and Company, and their successors, shall, as soon as the same can be conveniently done, make and submit for our consideration and approval such rules and regulations for the management and carrying on of the said fur trade with the Indians, and the conduct of the persons employed by them therein, as may appear to us to be effectual for diminishing or preventing the sale or distribution of spirituous liquors to the Indians,

and for promoting their moral and religious improvement : But we do hereby declare, that nothing in this our Grant contained shall be deemed or construed to authorize the said Governor and Company, or their successors, or any persons in their employ, to claim or exercise any trade with the Indians on the North-west coast of America to the westward of the Stoney Mountains, to the prejudice or exclusion of any of the subjects of any foreign states, who, under or by force of any convention for the time being between us and such foreign states respectively, may be entitled to and shall be engaged in the said trade : Provided nevertheless, and we do hereby declare our pleasure to be, that nothing herein contained shall 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 for annexing any part of the aforesaid territories to any existing colony or colonies to us, in right of our Imperial Crown, belonging, or for constituting any such form of civil government as to us may seem meet, within any such colony or colonies, province or provinces :

And we do hereby reserve to us, our heirs and successors, full power and authority to revoke these presents, or any part thereof, in so far as the same may embrace or extend to any of the territories aforesaid, which may hereafter be comprised within any colony or colonies, province or provinces as aforesaid :

It being nevertheless hereby declared, that no British subjects other than and except the said Governor and Company, and their successors, and the persons authorized to carry on exclusive trade by them, shall trade with the Indians during the period of this our Grant within the limits aforesaid, or within that part thereof which shall not be comprised within any such colony or province as aforesaid.

Given at our Court at Buckingham Palace, 30th day of May, 1838.

By Her Majesty's command.

(L. S.)

Glenelg.

One of Her Majesty's principal Secretaries of State.

Examined and compared with a copy of the original grant kept in this house and of which this is a true copy.

WILLIAM WARE, } Hudson's Bay House,
W. COLTER, } London, 6th May 1865.

A 6.

MEMORANDA of an agreement, this 1st day of June, 1849, entered into between Rufus Ingalls, Capt. A. Q. M., party of the first part, and Peter S. Ogden, party of the second part, to wit—first, P. S. Ogden agrees, and, so far as may be in his power, binds himself to furnish and deliver at his mills, near Fort Vancouver, to Captain R. Ingalls, or to his order, boards, plank, joists, and all the various kinds of lumber that said Captain R. Ingalls may require of said Ogden to the amount of 100,000 feet, more or less, and at such times, and in such quantities, or lots, as the said Captain R. Ingalls may order—the lumber to be good and suitable for building purposes; and the said Captain R. Ingalls binds himself, on the part of the U. S., to pay to the said Ogden, or his order, sixty dollars (\$60), in true and lawful money for each and every 1000 feet of such lumber delivered and received as above specified.

P. S. Ogden also agrees to rent to the said Captain R. Ingalls two buildings situated just in rear of the fort, and between it and the camp of the 1st Artillery, to be fitted up and used as quarters, store-rooms, &c., for the U. S. troops, for seventy dollars (\$70) per month, the said buildings to be rented at the rate mentioned above, for six months, to date from June 15th, 1849. Said buildings are to be considered as rented always by the U. S. Government for periods of six months, unless one party or the other gives one month's notice to terminate this agreement. All improvements and betterments made in the interior of said buildings are to revert to the owners at the expiration of this agreement; but betterments and improvements made outside, and in the vicinity of said buildings, or of the fort, such as the erection of temporary additional buildings, &c., &c., are to be held as the property of the U. S., and subject to the disposal of the proper government officers of the U. S.

P. S. Ogden, moreover, agrees and binds himself to sell and deliver to the said Capt. R. Ingalls, or his order, at the landing, near Fort Vancouver, all the shingles he (the said Ogden) may have now on hand, at eight dollars (\$8) per thousand, the shingles to be in good order, well done up, and suitable for proper use in covering buildings; and the number is estimated at from 150,000 to 180,000 shingles.

In virtue of the good faith and honest intention to fulfil and perform all that is set forth in this memoranda, we hereunto affix our signatures.

(Signed) RUFUS INGALLS,
Capt A. Q. M. U. S. Army.

(Signed) PETER SKEEN OGDEN.

*Fort Vancouver, Oregon Territory,
June 1st, 1849.*

A 7.

THIS INDENTURE, made the fifteenth day of December, one thousand eight hundred and forty-nine, between Peter Skeen Ogden, Chief Factor of the Hon. Hudson's Bay Company, Oregon, of the first part, and Rufus Ingalls, of Oregon, of the second part, Witnesseth :

That the said party of the first part hath leased, and, by these presents, doth grant, demise and lease unto the said party of the second part, his executors, administrators, and assigns, all of that saw-mill, always known as the Hudson's Bay Company Saw-mill, situated on the Columbia River, above Fort Vancouver, six miles more or less, with all and singular its appurtenances, together with all the houses, messuages, lands, or tenements, within one half of a statute mile of said saw-mill; also one house, now occupied by party of the second part, and known as the Johnson house, situated near Fort Vancouver, with all the land lying between said house and the house now occupied by Dr. Holden, and known as the La Frambois house, estimated at six acres, more or less; to have, and to hold, all, and singular, of the said premises, with all the appurtenances thereunto belonging, unto the said Rufus Ingalls, his executors, administrators, and assigns, for the term of six months from the twenty-sixth of January, one thousand eight hundred and fifty, with the right to continue the lease of said premises six months in addition by giving one month's notice of such intention to party of first part at the monthly rent or sum of one thousand one hundred and ninety-one dollars and sixty-six and two-thirds cents; all the

rent that may thus become due to be paid on or before the thirtieth of September, one thousand eight hundred and fifty.

And it is agreed that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the party of first part to re-enter the said premises, or to distrain for any rent that may be due thereon.

And the said party of the second part doth hereby covenant to pay to the said party of the first part the said rent as herein specified, save and except at all times during said term, such proportional part of the said rent as shall grow due during such time as the saw-mill or premises shall, without the hindrance of the said party of second part, be and remain untenable by reason of the elements—such as accidental fire, or unusual flood of water; and it is agreed that in the latter case the party of the second part shall pay rent at the rate of one hundred dollars per month, until the expiration of at least June fifteenth, one thousand eight hundred and fifty. And that the said Rufus Ingalls, his executors, administrators, and assigns, shall and will, during said term—the premises being received in good and fair condition—at his own proper costs and charges well and sufficiently keep in repair the said demised premises, damages by fire and unexpected flood of water excepted; and that at the expiration of the said term the party of the second part will quit and surrender the premises hereby demised in as good state and condition as reasonable use and wear thereof will permit, damages by accidental fire, or unexpected flood of water excepted.

And the said party of the first part doth covenant that the said party of the second part, on complying with the terms specified herein, shall and may, at the time specified, peaceably and quietly have, hold, and enjoy the said demised premises for the term aforesaid without any interruption or molestation of the said party of the first part, his heirs, or any other person, persons, or company whatever, claiming, or to claim, by, from, or under him or them, or any of them.

And the party of the second part doth hereby bind himself, his heirs, and assigns to the faithful performance and payment of the above indenture, and doth likewise give a lien to party of the first part upon all lumber, timber, &c., accruing from said premises for whatever rent may be due and unpaid; and it shall be proper

and lawful for party of the first part to seize, attach, and to appropriate, to discharge rent due, under the provisions of this indenture, any or all of the timber, lumber, or other products arising from the use of the above-described premises during the period leased.

In witness whereof the parties to these presents have hereto set their respective hands and seals to duplicates the day and year first above-mentioned.

(Signed) PETER SKEEN OGDEN,
C. F. H. By. Company.



Seal.

(Signed) RUFUS INGALLS,



Seal.

Sealed and delivered in the presence of

(Signed) JNO. F. NOBLE.

(Signed) W. RUFF GIBSON.

A S.

HEAD-QUARTERS, 11TH MILITARY DEPARTMENT,
FORT VANCOUVER, O.T.,

Oct. 31st, 1850.

NOTICE is hereby given to all whom it may concern, that a Military Reservation for, and in behalf of the U. S. Government, is hereby declared as follows:—"Commencing at the point where a meridian line, two miles west from the U. S. flag staff, at the military post, near Fort Vancouver, O. T., strikes the north bank of the Columbia river, thence due north on said meridian 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 alone 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 resi-

dent 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,
*Brevet Colonel Commanding
 11th Military Department.*

HEAD QRS. DEPARTMENT OREGON,
 FORT VANCOUVER, W.T.,
Dec. 12th, 1860.
 [Official Copy.]

(Signed) JAS. A. HARDIE,
Capt. 3rd Art., A.A.A.G.

A 9.

(Secretary of War to the President.)

WAR DEPARTMENT, WASHINGTON,
Feb. 24, 1852.

SIR,—I have the honor to recommend that the following tracts of land in California and Oregon, which have been selected for military purposes by the Joint Commission for the examination of the Pacific Coast, be accordingly reserved from sale or grant, viz. :

* * * * *

IN OREGON.

“Cape Disappointment, at the northern side of the mouth of the Columbia river, Oregon, to include all the land lying within one and a half miles of the southern point of the Cape. Point Adams, at the southern side of the mouth of the Columbia river, to include all the lands lying within one and a half miles of the northernmost part of the Point.”

Very respectfully,

Your obedient servant,
 (Signed) C. M. CONRAD,
Secretary of War.

To the President of the United States.

[ENDORSEMENT.]

Approved, *Feb. 26th, 1852.*

(Signed)

MILLARD FILLMORE.

A 10.

EXTRACT from instructions to Dr. Dart, as published in the Report of Commissioners of Indian Affairs, 1850.

“ It has been represented that most of the goods that have been given to the Indians of Oregon, have been purchased of the Hudson’s Bay Company, thereby conveying to the Indians the false impression that they were conferred by persons belonging to a foreign government. It is to be hoped that this has not been done to an extent to produce as yet much bad effect ; but as it is adverse to the policy of our Indian relations, as well as injurious and insulting to our government, to cause these people to believe themselves the recipients of foreign gratuities, I would suggest that you make all your purchases from American citizens, when practicable, and embrace every opportunity to impress upon the Indians that it is the American Government, and not the British, that confers upon them these benefits. The Indians should also be prevented from crossing the line into the British possessions. The Hudson’s Bay Company has so long wielded an undue influence over all Indians within their reach, that you may, perhaps, find it a difficult matter to carry out these views ; but perseverance will, no doubt, finally effect it, or, at least, go far towards correcting the present condition of affairs. *Under no circumstances should the Company be permitted to have trading establishments within the limits of our territory ; and if any such establishments now exist, they should be promptly proceeded with, in accordance with the requirements of the intercourse law.*”

A 11.

EXTRACT from a Report of the Hon. Thomas Nelson, Chief Justice of the Supreme Court of Oregon, to the Secretary of State.

“ In my instructions from the department the following language is used, viz., ‘ under no circumstances should the Company (Hudson’s Bay,) be permitted to have trading establishments within the limits of our territory, and if any such establishments now exist, they should be promptly proceeded with, in accordance with the requirements of the intercourse law.’ Believing that the rights of this Company were such as to justify me in calling

“ the attention of the government to the subject, before I attempted
 “ to carry out the instructions, I have deferred action in the matter
 “ until further direction shall be received.

“ I would suggest to the consideration of Government the pro-
 “ priety of buying out these possessory rights of the Company. The
 “ advantages possessed by them are such as seriously to affect the
 “ interests of our own traders in *what should be our own country.*
 “ Such a negotiation, I would further suggest, should be on the
 “ score of economy, made in Oregon, between the Company's
 “ Chief Factor or Governor, and such other individual (well
 “ acquainted with the property and trade of the Company) as
 “ might be selected by the President of the United States.

“ While on this subject it may not be improper to state some
 “ facts, in relation to the trade of this Company. They have at
 “ this time within the Territory of Oregon, twelve large trading
 “ posts, situated at the following places, viz., Fort Vancouver, Fort
 “ WallaWalla, Fort Boissé, Fort Hall, Fort Okanagan, Fort Col-
 “ ville, Fort Nisqually, Fort Umpqua, Cape Disappointment,
 “ Cowlitz, among the Flat Heads, and among the Cootanais. At
 “ these places the most perfect order is observed, and all their
 “ business operations are thoroughly systemized. Their regulations
 “ are such that they can procure their factors, clerks, boatmen and
 “ servants, at one fourth of the price our own merchants are obliged
 “ to pay for the same kinds of labor. Their goods are mostly
 “ brought out in their own ships, and whenever they are brought in
 “ other ships, (which is not infrequent) they pay less than one half
 “ the price for freight on goods from London to Oregon, that is
 “ paid by our merchants on goods from New York to Oregon ;
 “ besides they save the profits and charges that are paid on goods
 “ to New York.

“ I am unable to state with much accuracy the value of goods
 “ imported annually to Oregon by this Company, but I should think
 “ the amount rapidly increasing. This year it will be at least one
 “ hundred thousand dollars more than it was two years since.

“ The Chief Factor of this Company, Gov. Ogden, is a gentle-
 “ man of high standing, and much kindness and good feeling is
 “ manifested by him on all occasions towards the people of the
 “ United States.”

B 1.*(Capt. Hatheway to P. S. Ogden, Esq.)*

ASTORIA, June 21st, 1850.

DEAR SIR,—I find it necessary to occupy the old site of Astoria, or Fort George. I had not fully concluded when I was at Vancouver, or I would have conversed with you on the subject, in regard to your stores. One of them, (the store house) I should like to occupy now. The other, which will hold all the property, can be retained longer.

The Indians who brought me down went off in the night, carrying with them a deserter from my company, or I should have written by that boat.

I hope it will be no inconvenience to you.

I am very respectfully, &c.,

J. W. HATHEWAY,
Capt. and Bt. Maj.

MR. P. S. OGDEN, ESQ., H. B. C.,
Vancouver.

B 2.*(Col. Bonneville to P. S. Ogden, Esq.)*

FORT VANCOUVER, W. T., December 31, 1853.

DEAR SIR.—Some time ago I had the honor to call upon you, and inform you that I had received instructions to lay off at this post a military reservation of six hundred and forty acres, taking the flag-staff as the point of commencement. I thought it probable that you might have had some suggestions to make in relation to the subject, so far as the interests of the Hudson's Bay Company are concerned, and would have been very happy to have received them. As you expressed no wishes in the matter, I requested more detailed instructions from the general commanding the department of the Pacific—particularly as to whether or not the buildings of the Hudson's Bay Company were to be embraced within the limits of the reserve. The general directs me to protect the improvements of the Hudson's Bay Company. With a view to do this, I shall cause the reserve to be laid off as follows :

The eastern and western boundaries, commencing at the river bank: the former about one hundred yards east of the pickets of the Hudson Bay Company's fort, and the latter about the same distance west of the wharf, and running about fifteen degrees east of north, so as to pass the flanks of the U. S. barracks at equal distances and thus continue until six hundred and forty acres are embraced within them and the line connecting their northern extremities, the river bank being taken as the southern boundary.

As it is probable that the northern boundary will not pass more than three hundred yards in rear of the barracks, you will see that if we wish to include the barracks, we cannot lay off a longer front on the river. Within the limits of the reserve will be embraced all the buildings of the H. B. Coy. most likely to be used by the government, should the buildings and other improvements of the Company ever be sold.

I will be happy to have you appoint some one on behalf of the H. B. Coy. to accompany the surveyors while they are engaged in laying off the reserve.

As the saw and grist mills of the H. B. Co., five miles above this place, are moved by valuable water power, and have been much improved, I shall recommend that the land, on which they are situated, be reserved for military purposes.

I am, &c.,

B. L. E. BONNEVILLE,

Lt. Col. 4 Inf.

Gov. P. S. OGDEN, Chief Factor, H. B. Co.
Fort Vancouver, W. T.

B 2a.

(Messrs. Ogden and Mactavish to Col. Bonneville.)

VANCOUVER, WASHINGTON TERRITORY,

3rd January, 1854.

DEAR SIR.—We have the honor to acknowledge receipt of your communication of 31 ulto., and feel obliged for the information you have given us, in regard to the military reserve of six hundred and forty acres at this place, in which you intend shall be included

all the buildings of the Hudson's Bay Company likely to be used by your government in the event of the Company selling out. We likewise note your intention of recommending that the land, on which the Company's saw and grist mills are situated, be reserved for military purposes.

In reply, we beg to mention that we know of no objection to your plans, but shall defer giving you a definite answer to your letter, until we have had an opportunity of consulting our legal adviser, which we trust will be in the course of a few days.

We regret to mention that Mr. Willis, sheriff of this county, has commenced a building between the Court House and Mr. Ryan's near the beach opposite this establishment. Mr. Willis has been warned off this forenoon, and told to desist from further operations, as he was trespassing on the Company's rights, but without effect. We beg to ask your assistance in this matter, and hope you will take the necessary steps to put a stop to the proceedings of Mr. Willis, with as little delay as possible.

Very respectfully, we are, &c.,

PETER SKEEN OGDEN.

DUGALD MACTAVISH.

Chief Factors Hudson's Bay Company.

COLONEL BONNEVILLE,

&c., &c., &c.

Fort Vancouver.

B 2b.

(Messrs. Ogden and Mactavish to Col. Bonneville.)

VANCOUVER, WASHINGTON TERRITORY.

16 January, 1854.

SIR,—With reference to your letter of 31st ult., addressed to Chief Factor Ogden, of the Hudson's Bay Company, we beg to reply in behalf of the Company, that it has no objection to any proceeding, like that suggested on the part of the United States Government, or the officers of the United States army, as such, provided this be done on the full and express understanding that the Company waives no rights guaranteed to it, or to British subjects

under the Treaty between Great Britain and the United States, until they shall be extinguished.

This, it is not supposed, that the United States Government, or any of its officers, expect the Company to do, in consenting to the survey desired, and the temporary reservation proposed, and if hereafter in any unexpected state of affairs in regard to the Company's rights, it may become necessary for it to assert its rights to the land described, or to insist on actual and exclusive possession of the same, and the removal of the Post therefrom, of course the Company will claim these privileges, and will regard the proposed action as only a temporary tenancy, on the part of the United States Government, subject to the requirements of the Company, as its situation and future necessities may compel it to act.

In the mean time, and forever, so far as the Company believes, there is, and will be, no objection to the proposition, and it is the desire of the Company, that nothing may hereafter occur, which shall disturb the Government of the United States, in its proposed reservation, or interrupt the present friendly relations between the officers who represent the United States, as joint tenants with the agents of the Hudson's Bay Company, of the land referred to.

We have the honor to be,

Sir,

Your obedient servants,

PETER SKEEN OGDEN.

DUGALD MACTAVISH.

Chief Factors Hudson's Bay Company.

COLONEL BONNEVILLE, &c., &c., &c.

Fort Vancouver.

B 3.

(*Col. Bonneville to Messrs. Ogden and Mactavish.*)

HEAD QUARTERS, FT. VANCOUVER, W. T.

January 17th, 1854.

GENTLEMEN,—Your note of yesterday's date is received. In order to complete the instructions from the War Department, I have this day named Surgeon B. M. Byrne, Capt. T. L. Brent, A. Q. M.,

and Capt. C. C. Augur, 4th Inf., to examine and report upon the extent, condition, and probable value, of all improvements within the limits of the six hundred and forty acres selected for a military reservation at this Post, and invite you to name some one to confer with these gentlemen on the subject.

I have the honor to be,

Gentlemen,

Your obdt. servt.

B. L. E. BONNEVILLE,

Lt. Col. 4 Inf.

To Messrs. P. S. OGDEN,

DUGALD MACTAVISH,

Chief Factors H. B. Co.

Ft. Vancouver, W. T.

B 3a.

(Reply.)

VANCOUVER, WASHINGTON TERRY.

19 January, 1854.

DEAR SIR,—We beg to acknowledge receipt of your letter of the 17th inst., and in reply, have very respectfully to decline acceding to your proposition, to name some one to confer with the officers mentioned by you, to examine and report upon the actual condition and probable value of all improvements within the limits of the military reservation, for the reason that we have no authority to that effect, and the Company could not be bound by any such proceedings on our part, in the event of our consenting to your proposal.

We have the honour to be, &c.,

PETER SKEEN OGDEN.

DUGALD MACTAVISH.

Chief Factors Hudson's Bay Company.

COLONEL BONNEVILLE,

&c., &c., &c.

Fort Vancouver,

B 4.

(Capt. Ingalls to J. A. Grahame, Esq.)

OFFICE OF ASST. QR. MASTER,

Fort Vancouver, W. T.

September 8th, 1856.

SIR.—I regret much that you deemed it necessary in defence of the interests of the Hudson's Bay Co., to complain of the taking away of some old logs that formed a portion of a *corral* formerly used by the Company, when it possessed bands of horses, herds of cattle, &c.; but latterly almost wholly abandoned, and when used at all, by the Indians, volunteers and neighboring settlers.

I beg to assure you that the first logs were displaced and removed without my knowledge or authority, and, I believe, by persons entirely outside of the public service. I reported this matter to you some weeks ago, and supposed that you did not look upon the removal as at all serious or of the slightest importance. Still I *never* gave authority for the removal of a single log, because I was aware that Mr. Mactavish had a singular desire that the old corral should stand as a landmark of the possessory rights of the Company. Upon inquiry, I am satisfied that my teams have drawn away very recently some of the logs to families not entitled to fuel at this Post, and consequently I shall assume the responsibility. I trust neither you nor Mr. Mactavish will do me the injustice to believe I wish to break up or disturb the friendly relations always existing between the gentlemen of your Company and the army. On the contrary, I hope [you] will give me credit for a respectable share of liberality and courtesy towards the Company and its interests.

To settle this matter of the *corral*, I have to state, that in truth I require the ground where the *corral* stood, for public use. In its present position it is an eye-sore and a great nuisance—it is most emphatically in my way, and of no possible service to your Company, and I do most earnestly desire that you will permit me to police and occupy the site for the public service.

For all possible uses that the *Company* may have for a yard or corral, I will freely offer mine, which is certainly as convenient and perfect as the one in question *ever was*. If this offer be not

accepted, I will agree to erect a similar one in every respect, on some spot convenient to the Company as the old one, and less in the way of this Post. If, however, it be determined to retain the present location and to keep up the enclosure, then I will hold myself responsible that it be put in as good condition as it was on my arrival here last March.

Hoping that this explanation and statement may prove satisfactory,

I have the honor to be, &c.,

Your obedient servant,

RUFUS INGALLS,

Capt. A Q. M.

JAMES A. GRAHAME, ESQ.,

In charge of Hon. H. B. Co.,

At Fort Vancouver, W. T.

B 4a.

(Reply.)

FORT VANCOUVER, W. T.

8th September, 1856.

SIR,—Your communication of this date is received, and I note the remarks and very favorable proffers you make to the Company in it.

I am sorry to say that I cannot, in my present position do otherwise than protest most firmly in the name of the Hon. Hudson's Bay Company, against this evident trespass upon the privileges secured to them by the Treaty of June, 1846, between Great Britain and the United States of America.

I have farther to state that until the return of Chief Factor Mactavish, no steps can be taken by me regarding this matter, and I trust you will allow it to lie over until his arrival.

Hoping that the present misunderstanding may not interrupt the very friendly relations that have always existed between us.

I have the honor to be, &c.,

JAMES A. GRAHAME,

Chief Trader, H. B. Co.

CAPTAIN RUFUS INGALLS,

Asst. Q. M. U. S. A.,

Fort Vancouver, W. T.

B 5.*(Capt. Ingalls to Dugald Mactavish Esq.)*

FORT VANCOUVER,

June 25th, 1857.

DEAR SIR,—Col. Swords* wished me to obtain your consent for us to erect a Storehouse before giving me authority to begin its construction. I wish much to put up a building on the bank of the river, and would like your permission so to do, so far as relates to your Company. The enclosed has been prepared for you to sign, if you see fit; if not, send me authority in any shape you think proper. You will probably find a copy of the instrument entered into between Gov. Ogden and myself in June, 1849.

Yours, &c.,

RUFUS INGALLS,
*Capt. A. Q. M.*GOV. DUGALD MACTAVISH,
&c., &c., &c.

B 5a.*(Reply.)*

VANCOUVER, W. T.,

*26th June, 1857.*CAPT. RUFUS INGALLS,
&c., &c., &c.

DEAR SIR,—In reply to your favor of yesterday, I beg to say that having written to Governor Douglas at Vancouver Island, in reference to your desire to erect a wharf and Storehouse for the Government, at the beach, I do not feel at liberty to do anything in the matter until an answer to that communication is received:

Very respectfully, &c.,

DUGALD MACTAVISH.

* Col. Swords holds the rank of Deputy Quarter Master General, U. S. A.

B 5b.

(James A. Grahame, Esq., to Captain Ingalls.)

FORT VANCOUVER, Washington Territory,

28th July, 1857.

Sir :

I am directed by Mr. Mactavish to inform you that a severe fit of illness prevents him from addressing you personally with regard to your proposition for the erection of a wharf and removal of the Hudson's Bay Company's Store at the Landing, and that he has authorized me to write you on that subject.

After mature reflection, and with the aid of advice from the members of the Company, he has come to the conclusion that the idea of Government or any other party erecting wharves on land claimed by, or shifting or removing any of the buildings belonging to the Company cannot be entertained ; but being desirous, as far as lies in his power, wit' out causing detriment to the interests of the Company, to meet the convenience of the Agents of the United States' Government, he directs me to inform you that he is prepared to dispose of the Store and grounds in question for what the Company may consider an adequate remuneration.

I have the honor to be, &c.,

JAMES A. GRAHAME,
Chief Trader, H. B. Co.

Capt. Rufus Ingalls,
Asst. Qr. Mr. U. S. Army,
Fort Vancouver.

B 5c.

(Draft of Agreement proposed for signature by Mr. Mactavish referred to in preceding letters.)

This is to certify that I am knowing to the fact that Peter Skeen Ogden, late Chief Factor, in the Hon. Hudson's Bay Company's Service, and at the time, in charge of Fort Vancouver, entered into a written agreement, as Agent of said Company, with Captain Rufus Ingalls, acting on the part of the United States, granting

permission to the United States Military Authorities to erect such buildings or other improvements at and near Fort Vancouver as might be deemed necessary, provided such buildings should be put up so as not to interfere with the rights and possessions of the said Company. That all such buildings and improvements should always be held subject to order of the U. S. Government and not revert, in any event, to the said Company. That the U. S. Military Authorities, however, always recognized the possessory rights of said Company to the vicinity known as Fort Vancouver in accordance with Treaty Stipulations.

That the terms of the order which declares a Military Reservation at this place especially *except* all rights and possessions of said Company—that now, it being signified to me that the United States wish to erect a Store House on the bank of the Columbia River at this point at or near the old “Salmon House.”

I hereby give consent that the same may be done.

Fort Vancouver, W. Ter., June 25, 1857

B 5d.

(*Messrs. Douglas and Wark to D. Mactavish Esq.*)

VICTORIA, VANCOUVER'S ISLAND,

20th August, 1857.

SIR,—We have the honor to acknowledge the receipt yesterday evening of your letter of the 6th instant, wherein the opinion of the Board of Management is requested touching the application made to you through Captain Ingalls, for leave to occupy the site whereon the Hudson's Bay Company's Salmon Store at Fort Vancouver now stands, on behalf and for the service of the United States Government, his proposition being simply to buy the house and remove it to a less eligible spot.

We have to observe, in reply to your said communication, that we are not disposed, save on certain conditions which we will proceed to mention, to take any responsibility in that matter, the more especially as we know that the directors of the Hudson's Bay Company are extremely averse to having their valuable property frittered away by such fruitless concessions.

Since the United States occupation of Oregon in the year 1848, one concession of right has followed another, until little more remains for us to concede. We are truly in the position of the lamb in the fable: our lands have been occupied by squatters, the countless herds of cattle which constituted the wealth of the establishment have disappeared, and there now remains to us but the wreck of our once flourishing settlement at Vancouver.

We have certainly no desire to put the officers of the United States army (for whom we entertain the highest respect) to any inconvenience; but the present is not a question between us and those gentlemen, it is properly a question between the United States and the Hudson's Bay Company.

The well-known proffers of the Hudson's Bay Company leave it discretionary with the United States to extinguish their possessory rights in Oregon, by purchase, at any hour they think proper, which being the case, why should the Hudson's Bay Company be called upon to give up their property without immediate compensation? Would any government for example, require a private citizen to give up a valuable building site without offering a full and sufficient pecuniary compensation in return? Can we therefore, without manifest injustice to the Hudson's Bay Company, pursue a course with their most valuable property which would not be tolerated by any private citizen?

We have fully considered Capt. Ingalls' propositions, and we have come to the conclusion that it is not advisable to accede to them on the terms proposed. We will, however, agree to sell the site of the Salmon Store, with the building and water privilege attached to it, and make them over absolutely to the United States Government for a sufficient consideration; or we will agree to lease the building and site for a certain number of years at an annual rent. In the event of an absolute sale being made, we are not disposed to part with the Salmon Store and ground lot whereon it stands for any sum under 30,000 dollars, or, if given under lease, for less than a rent of 1500 dollars per annum.

Such is the result of our deliberations, and such are the only conditions on which we venture to authorize you to accede to the surrender of that site into the possession of the United States.

We have moreover to observe, before closing this communication,

that overtures have been made to the Hudson's Bay Company by parties unconnected with Government, for the purchase of their property and possessory rights in Oregon, and that those have been favorably entertained, and may probably be accepted, unless the Government of the United States come forward at an early day as purchasers.

We allude to that subject from a feeling that it would be unjust to conceal our intentions, or tacitly to encourage the erection of costly public works on land which may soon pass from our hands and become the property of parties over whom we can exercise no control.

We have, &c.,

JAMES DOUGLAS,
JOHN WARK.

TO DUGALD MACTAVISH, ESQ. :
&c., &c., &c.,

B 6.

(Capt. Ingalls to D. Mactavish, Esq.)

OFFICE OF ASST. QUARTER MASTER,
FORT VANCOUVER, W. T.,

Sept. 4th, 1857.

SIR,—May I request to be informed of your intentions touching the matter of taking down or removing the old Salmon house. The time has arrived for me to take *final* action as to the *particular site* for the public Storehouse which I am going to erect on the bank of the river. Before doing this, I certainly would do all in my power and within the limits of fairness, to have an understanding of the case that shall be satisfactory to all parties interested.

I may as well remark that in *any event* I shall put up a Storehouse in a proper place.

I am, &c.,

RUFUS INGALLS,
Capt. A. Q. M.

Gov. DUGALD MACTAVISH,
Hon. H. B. Co.,
&c., &c., &c.

B 6a.*(Reply.)*

VANCOUVER, WASHINGTON TERRITORY,

16th September, 1857.

SIR,—Having handed you, for perusal, Messrs. Douglas and Wark's letter to me of the 20th ultimo, detailing the views of those gentlemen in reference to your proposal for the removal of the Company's Store at the beach, I have now to decline entertaining your offer on any other terms than those contained in that communication.

As regards the intimation in your letter of 4th inst., that you intend "in any event to put up a Storehouse in a proper place," together with the fact that you have continued the erection of a wharf, notwithstanding my objection thereto, I have to state that I consider such action, without my consent, as a direct trespass, on the part of the United States, on the lands claimed by the Hudson's Bay Company, and in violation of the rights secured to them by treaty, and I therefore am compelled to protest against and forbid all further proceedings on your part or on the part of your agents, which may in any manner occupy the land claimed by the said Company, or in any way affect their rights.

This is done that the acquiescence of the Company in, or their consent to, your proposed action may not be inferred from my silence or inaction; and also that the Company may, when it is deemed advisable, insist upon the removal of whatever buildings or obstructions you may cause or allow to be placed on their land, and to recover damages or compensation for the unauthorised use thereof.

I have, &c.,

DUGALD MACTAVISH,
Chief Factor, Hudson's Bay Company.

CAPT. RUFUS INGALLS,
A. Q. M. U. S. Army.

B 7.

(Capt. Ingalls to D. Mactavish, Esq.)

OFFICE OF ASST. QUARTER MASTER,
FORT VANCOUVER, W. T.,

24th Sept., 1857.

SIR,—I have the honor to acknowledge the receipt of your communication of the 16th inst., wherein you state the decision of the Board of Management at Victoria, upon my application of the 3rd ultimo, through Dr. W. F. Tolmie, for the Company's permission to remove the old "Salmon house" on the bank of this river, and wherein you take occasion to record your protest against further encroachments on the possessory rights of the Company by our military authorities at this station. I desire also to acknowledge the fact that I have had handed me for perusal, Messrs. Douglas and Wark's letter to you of the 20th ultimo, detailing the views of these gentlemen in reference to my proposal for the removal of "the Company's store (known as the old Salmon house) at the beach."

These communications have been laid before the commanding officer of this post, under whose orders I act, and the following will indicate *his* views in the premises as well as *my own*.

The unexpected and anomalous positions assumed in these communications by Messrs. Douglas, Wark and yourself, are so inconsistent with the written and verbal agreements and understandings heretofore consummated between authorized agents on both sides, to which there are now many living witnesses, and are so diametrically at variance with the rule that has governed both parties since the first arrival of troops at this point in May, 1849, that I should hold myself remiss in the duty I owe my Government as a citizen and officer who has had many opportunities of knowing the actual state of things here for the past eight years, did I not make in return such a statement as will exhibit the *facts* as they have existed from the beginning to the date of your letter of the 16th instant; so far, both parties have discouraged uniformly the raising of any issue between the Hudson's Bay Company and the United States; but I regret that the reception of your communication renders it a matter of necessity, as well as propriety, to state

now distinctly by what *right* and under what circumstances the United States troops occupy this place.

There have been and are now other claimants to this place besides the United States Government and your Company, upon whose title I shall remark in this letter. But it is true, as I acknowledged in my letter to Dr. Tolmie, that the military officers who have successively been in command here, have never questioned the possessory right of the Company to its lands and buildings at this place, particularly such as are held in *actual occupation* and for the *purposes contemplated* by its charter. We know your Company *claims* extensive tracts of land in this territory, and much at this place; but no army officer has ever officially recognized the *right* of the Company to these tracts. No officer has meddled with the question at all, but all have left it to be decided upon by properly authorized persons. So far as the Company *possesses* rights here under its charter and the treaty of 1846, it has always been our pleasure as well as duty to respect them. There has *never been*, and so far as my power extends, never shall be a single act done that can be construed into a trespass or infringement upon the Company's *real actual* rights.

I was among the earliest of the officers who came here. Brevet Major J. S. Hatheway, late of the 1st U. S. Artillery, landed here in May, 1849, and took post at this place with the *consent* and upon the invitation of the late Peter Skeen Ogden, then Chief Factor, and in charge of the Hudson's Bay Company's interests here; after due observation of other localities, it was determined to make this place not only a military post, but also a depot for army supplies destined to interior posts; but before the slightest improvements were created, I consulted Mr. Ogden on the wishes and expectations of the Company, whose authorized agent he was. He was apparently very glad that this site was determined upon; he never for a moment intimated that there would be any concessions demanded of him or any trespass on the Company's rights committed; on the contrary, it was an oft repeated remark that there was an abundance of room for both the Hudson's Bay Company and the military post. The question of *ownership of the soil* was never raised. In all transactions both with Mr. Ogden and Mr. Ballenden, your predecessors, they made no claim, as against

us, so far as I am aware of, to these unoccupied lands. Wherever the Company had *buildings* and *enclosures*, for instance, which were required for the public service, they asked only a rent, or the value of the crops growing within the enclosure. Why at this late date, and after the Government has finished its post at an expense of \$150,000, after a peaceful occupation by consent and invitation and without any charge of trespass; why, I repeat, does the Hudson's Bay Company *now* change its tone, and make such preposterous demands? I will explain what I fancy to be the reason before closing this letter.

Early in June, 1849, I entered into a written agreement with Mr. Ogden, in which the Hudson's Bay Company gave the United States *whatever right it possessed* to put up any buildings or other improvements they might deem it expedient to erect for the use of a military post at this place. It was agreed that all such buildings and improvements should always remain subject to the order of the proper officer of the U. S. army, and *not* in any event revert to the Hudson's Bay Company. This agreement was in duplicate, Mr. Ogden keeping one copy; the other was deposited in my office and left with my successor. On my return, I fail to find it here, and you, as well as Messrs. Douglas and Wark, steadily *ignore* its existence. With such a paper on file in your office for reference, you would hardly have taken the ground you did in your letter of the 16th instant. With a knowledge of the existence of such a writing, Messrs. Douglas and Wark must have looked upon their demands as utterly absurd. There are witnesses, however, in abundance to the agreement, so it matters little whether it be found or not. The *rule* that has up to this date governed both parties in all their transactions and intercourse can be proven any time. It is now entirely too late to take an opposite course. The policy here has long been a settled one, and the interests of the government are altogether too important here now to admit of change.

In 1850, during which year the greater portion of the present garrison was built, Colonel Loring, who had succeeded Major Hatheway in command at this point, issued his proclamation declaring a reservation of four miles square in this vicinity for "military uses," but *subject* to whatever possessory rights the

Hudson's Bay Company might be decided to have. This was done with the knowledge and approbation of Chief Factor Ogden—there was then no thought nor idea of trespass on our part—wherever there were vacant or unoccupied lands within the limits of this reserve, they *were* and *are* subject to the control of the commanding officer of this post. Your immediate predecessor, Mr. Ballenden, frequently offered us the free use even of all such buildings in my neighborhood and enclosures as were not wanted by the Company. In the laying out of the site of the garrison proper, it became desirable to make use of an actual enclosure, a large wheatfield of the Hudson's Bay Company. I was the agent on the part of government on that occasion. Mr. Ogden never set up any *title to the soil*; all he asked was what its estimated crop was supposed to be worth, and the sole control of it fell to the government. The Hudson's Bay Company simply had to relinquish its possessory right; it claimed no *fee to the ground* that I was aware of. I certainly should have rejected any demand on that score at once, for it has always been my opinion that the Company is entitled only to what it *actually occupies* and *uses* in the natural exercise of its functions under its charter and as guaranteed by the treaty of 1846. That charter expires in a few years, when its right south of the 49th parallel must cease. There is a vast difference made in the treaty between "the Puget's Sound Agricultural Company", and "the Hudson's Bay Company;" the former will have its lands, &c., *confirmed* to them, the latter has only certain possessory rights, which are of a temporary character and of an indefinable extent. I beg you to mark my meaning, for Messrs. Douglas and Wark make a demand of \$30,000 for the "old Salmon house," *with its site and the water privilege attached*. I have no idea that the United States will consent to buy its own soil—they might indeed, and I truly hope they will, soon conclude an adjustment with the Company which shall be satisfactory to all interested, giving the Company a fair, even a liberal compensation, for the extinguishment of its possessory rights in Washington Territory. We have always been our own masters in the selection of building sites, and all lands that are now *abandoned* by the Hudson's Bay Company as well as all that was vacant within the limits of the present reserve, on our arrival here in 1849, *we claim and*

hold as part and parcel of the post. The jurisdiction over this reserve, with the exception of your stockade and enclosures, has been constantly in the hands of our commanding officers; and had it been wished to put up a Storehouse on the beach or elsewhere, we should certainly have done so at any time without reference to the Company, but of course would have been careful to molest none of its rights. We have, during a period of eight consecutive years, acted in the manner already related, and, up to the date of your letter, no obstacle has ever been interposed by your Company. It will not look fair, I apprehend, even had you the naked right after such a lapse of time and so great an expense to the United States, with the continued consent of the Company, now to interpose vexatious issues. If any question of encroachment could ever have been entertained, it should have been raised long years ago. If any compensation was ever to be claimed in payment for the use of the *site* and privileges of this garrison, the claim should have assumed form and consistency at the beginning. It is a positive conviction in my mind that nothing of the kind was ever contemplated until the arrival of Mr. Dallas, and until the Company began to feel tired of the delay of the United States in making a purchase of its possessions. A pretext was also afforded by my application for permission to buy or remove the "old Salmon house," hence the singular letters of Messrs. Douglas, Wark and yourself. I regret having made the request; for long before Mr. Rankin's return from Victoria, I had changed the plan of the building, and had decided to do nothing that can possibly interfere with any use or disposition you may see fit to make of the old "Salmon house;" indeed had the permission been granted, it was already decided *not to move or touch the house*; on the contrary, the public wharf put up in its vicinity *has enhanced its value at least 200 per cent.* Your building is of as free access as ever, and, in addition, you are at liberty to enjoy the free use of our wharf. What possible damage then has the Company received? its interests have been increased pecuniarily from our first settlement here. Chief Factor Ogden, who was a very shrewd business man, no doubt took this largely into account whilst extending privileges and courtesies towards us. We know our vicinity to his establishment would serve as a material protection to him against

squatters, and at the same time afford patronage to his shops ; such in fact have been the results, and the Company, I venture to affirm, is infinitely better off to-day on account of the post being situated here than it would have been otherwise. Had the post not been located here, I think you will agree with me in the opinion that the Company would, at this moment, have nothing *outside of its stockade and other enclosures* unclaimed by some settler. In the earlier years the Company sold much lumber and other supplies to the public service here ; it furnished teams, and always aimed to assist us all in its power. This certainly would not lead one to suppose that it proposed to help us along until all was quite completed, and then to advance such demands as are contained in the letters already frequently referred to.

This place is *claimed* by the Catholic mission ; it was also claimed by the County of Clarke as a site for its Shire-town. In 1850, a suit for an injunction to stop building, &c., was brought against Colonel Loring and myself by the probate judge. I employed the District Attorney of Oregon, to defend the suit, which resulted in favor of the United States. The opinion of the associate justice on the case was made public at the time. As to the Catholic Mission claim, I regard it as entirely groundless, almost impudently so. The mission was vacated on our arrival ; and for a long time subsequently whatever *rights* it enjoyed, and whatever *improvements* it possessed, it was indebted to the Hudson's Bay Company for. I am told the place is claimed in private right by even one of your traders : of course, every individual has perfect freedom to exercise all his privileges under the laws. I refer to these matters, simply to remind you that several other parties lay claim to this place besides your Company. What the final decision will be, I know not, but it is due to me and the military officers who have been here, to state that I regard the title of the Government to this Reserve as perfect, barring the possessory rights of the Hudson's Bay Company to some portions.

In 1853, I think, a Board of Officers assessed the value of the Company's improvements within the Reservation, by order of the Secretary of War. Their report specifies everything in detail, and though not here then myself, I am informed that the assessment was considered a liberal and fair one.

The foregoing represents the true condition of affairs, *as they were and are*. I have felt bound to be plain in order to prevent being misunderstood.

Messrs. Douglas & Wark remarked very truly, that "the present is not a question between us and these gentlemen." There is no personal feeling certainly, for we entertain the kindest sentiments towards the gentlemen of your Company—these questions will not disturb the relations always existing between us.

In conclusion, I will remark that I will in no wise trespass on the "Salmon house," nor its site; consequently I shall not regard your protest as applicable to the present status. We shall, of course, do as we always have done, put up our buildings where they will conserve the public wants most, without interfering with the rights of other parties. In the present instance, we clearly have as much right to put up the wharf and storehouse on the bank of the river, as we had to put up 25 *houses* on the slope in rear of your Fort, or to erect our stables, shops, and my quarters, &c., in this vicinity: I can see no difference, nor is there any.

As to the transfer of the Company's possessory rights here, "to parties unconnected with the Government," by purchase or otherwise, I would add that the *right* and *practicability* of your Company to do this, will be contested, at least so far as this location is concerned. It is certain that no other party than your Company itself, and the military post here can exercise any privileges of ownership without the most positive orders to that effect, from the Government of the United States.

With much respect, &c.,

RUFUS INGALLS,
Captain A. Q. M.,
U. S. A.

DUGALD MACTAVISH, Esq. :
&c., &c., &c.

B S.

(*D. Mactavish, Esq., to Col. Morris.*)

VANCOUVER, WASHINGTON TERRITORY.

17th September, 1857.

SIR,—Accompanying, I beg to hand you copy of my letter of

yesterday's date, to Capt Ingalls, protesting against the works and buildings now going on, under the authority of that officer, on the lands claimed by the Hudson's Bay Company, at this place, and to which I have respectfully to call your attention.

I have the honor to be, &c.,

DUGALD MACTAVISH,
Chief Factor, H. B. Co.

LT. COL. MORRIS,
4th Infantry U. S. Army,
Fort Vancouver,
Washington Territory.

B Sa.

(Reply.)

HEAD QUARTERS, FORT VANCOUVER, W. T.

September 25th, 1857.

SIR,—I have the honor to acknowledge the receipt of your communication of the 17th instant, covering a copy of a letter of the 16th inst., from you to Captain R. Ingalls, A. Q. Master at this Post, in which you protest against the works and buildings now going on, under authority of that officer, on lands claimed by the Hudson's Bay Company at this place—that communication, together with the copy of one from Messrs. Douglas & Wark to you, dated 20th ultimo, I have carefully perused. Capt. Ingalls having been on duty here the greater part of the time since the Post was established, is probably better informed on the subject matter to which these communications refer, than any other officer; he has conferred with me in relation to them, and received my instructions in the case, and has prepared a reply, dated the 24th instant, which has my full and entire concurrence.

I have the honor to be, &c.,

T. MORRIS, Lt. Col.
4th Infantry, Commanding.

GOV. DUGALD MACTAVISH,
Chief Factor Hudson Bay Co.
Vancouver, W. T.

B 9.*(D. Mactavish, Esq. to T. J. Eckerson, Esq.)*

VANCOUVER, WASHINGTON TERRITORY.

25th January, 1858.

SIR,—With reference to the verbal communication which passed between us a few days since, regarding the erection of an Arsenal for the United States Government, upon the lands claimed by the Hudson's Bay Company at this place, I have to state that I cannot consent to the occupation of the Company's lands for any such purpose, and hereby enter my protest against any such procedure on your part, or on the part of your agents, which, if persevered in, I can only consider as a direct trespass on the Possessory Rights of the Hudson's Bay Company, secured to them by the Treaty of 1846, between Great Britain and the United States of America.

I have the honor to be, Sir, &c.,

DUGALD MACTAVISH,

Chief Factor, Hudson's Bay Co.

THEODORE J. ECKERSON, ESQ.,
Military Storekeeper, U. S. A.

B 9a.*(Reply.)*

U. S. ORDNANCE DEPOT,

VANCOUVER, W. T.

February 3rd, 1858.

SIR,—Your communication of the 25th ultimo, in relation to the buildings to be erected at this Depôt, has been received.

In reply thereto, I have to state, that my instructions emanate from the Department of War, through the Chief of Ordnance at Washington City, and that the Hon. Secretary of War has, probably in pursuance of law, caused himself to be thoroughly informed as to the justice of any claims upon the site selected for these

buildings. Be this as it may, I have only to refer you to the source of my instructions.

I have the honor to be, &c.,

THEODORE J. ECKERSON,
Military Storekeeper U. S. Ord.,
In charge of Depôt.

DUGALD MACTAVISH, ESQUIRE,
Chief Factor Hudson's Bay Company,
Fort Vancouver, W. T.

B 10.

(*J. A. Grahame, Esq., to Maj. Mackall.*)

VANCOUVER, WASHINGTON TERRITORY,

4th August, 1858.

SIR,—I learn that the Quartermaster at this post has men employed pulling down some buildings belonging to the Hudson's Bay Company, on the south-west corner of the Military Reserve:

It is, therefore, my duty to enquire of you whether General Clarke is aware of the proceedings of the Quartermaster, and to request that he cause all further action to cease, it being a direct outrage upon our property against which I hereby enter my protest in the name of the Company.

I have, &c.,

JAMES A. GRAHAME,
Chief Trader H. B. Company.

Major W. W. MACKALL,
Adjutant General U. S. A.,
Fort Vancouver, W. T.

B 10a.

(*Reply.*)

HEADQUARTERS DEPARTMENT OF THE PACIFIC,
Fort Vancouver, Washington Territory,

7th August, 1858.

SIR,—I have the honor to acknowledge the receipt of your letter

of August 4th, and to inform you that by command of Brigadier-General Clarke, it has been referred to Colonel Morris, commanding Fort Vancouver, from whom you will doubtless receive the necessary information.

I am, &c.,

W. W. MACKALL,
A. A. General.

JAMES A. GRAHAME, Esq.,
Chief Trader, Hudson's Bay Company,
Vancouver, W. T.

B 11.

(*Capt. Ingalls to Maj. Mackall.*)

OFFICE OF ASSISTANT QUARTERMASTER,

Fort Vancouver, W. T.,

4th August, 1858.

MAJOR,—I have seen Mr. Grahame's letter of this date to you. He must have been erroneously informed, or else was determined to add one more to the list of protests with which that Company has annoyed us the past year, on the most trifling pretexts. There was but *one* old shed pulled down. It was made originally as a hut by some employés of the Hudson's Bay Company; but it has not been used by the *Company* for years, *if ever*. It did not belong to that Company. Its old occupant abandoned it years ago, and latterly, a person in town, I am told, has used it occasionally as a cow shed, and now feels more aggrieved at its loss than Mr. Grahame. I caused it to be removed after consultation with the Commanding Officer of this post, because it was a nuisance and worthless, and further, because the person alluded to was putting himself in a position to give the post much vexation.

It was situated within the limits of this Reservation, and the person who was striving to keep a hold on the premises, of all other persons in the world, had no manner of just claim thereto.

This post has uniformly respected, and protected "the possessory rights" of the Hudson's Bay Company.

I am, &c.,

RUFUS INGALLS,
Captain and A. Q. M.

Authentic.

HENRY C. HODGES,
1st Lieut. and Adjt. 4th Infantry,
Post Adjutant.

I fully concur with Captain Ingalls in the statement of facts touching Mr. Grahame's letter. I do not recognise any authority on the part of Mr. Grahame, to interfere in matters which concern the police and protection of this Reservation.

The possessory rights of the Hudson's Bay Company shall be respected by all under my authority, and I know of no invasion of its rights by any one at this post.

T. MORRIS,
Lt.-Col. 4th Infantry, Commanding.

HEADQUARTERS, FORT VANCOUVER,
5th August, 1858.

The foregoing document is authentic.

HENRY C. HODGES,
1st Lieut. and Adjt. 4th Infantry,
Post Adjutant.

Major W. W. MACKALL,
Assistant-Adjutant-General,
Present.

B 12.

(*Col. Morris to J. A. Grahame, Esq*)

HEADQUARTERS' FORT VANCOUVER, W. T.,
10th August, 1858.

SIR,—By direction of Brigadier-General Clarke, commanding

the Department of the Pacific, I am instructed to answer your communication of the 4th instant, to Major Mackall, A. A. General.

The only reply I have to make, is contained in a communication from Captain Ingalls, A. Quartermaster, with my endorsement on it to the Assistant-Adjutant-General, copies of which are herewith enclosed.

I have, &c.,

T. MORRIS,

Lt.-Col. 4th Infantry, Commanding.

JAMES A. GRAHAME, ESQ.,
&c., &c., &c.

B 12a.

(Jas. Grahame, Esq., to Col. Morris.)

FORT VANCOUVER, W. T.,

11th August, 1858.

SIR,—I beg to acknowledge receipt of yours of 10th inst., with its enclosure, the purport of which surprises me much.

As far as our title to the building in question is concerned, I need scarcely say that did we not consider it ours, I should not have entered my protest against its destruction.

If Captain Ingalls will refer to his vouchers for the year 1850, he will find that the same building was rented by himself of the Hudson's Bay Company, during the latter half of that year as an office for the Paymaster Major Reynolds.

I will forward to the head of the Hudson's Bay Company for his inspection, copy of all the correspondence that has taken place regarding this matter.

I have, &c.,

JAMES GRAHAME,

Chief Trader, H. B. Company.

Lieut.-Col. T. MORRIS,
Commanding 4th Infantry, U. S. A.,
Fort Vancouver, W. T.

B 13.*(J. A. Grahame, Esq., to Capt. Ingalls.)*

VANCOUVER, WASHINGTON T.

5th February, 1859.

SIR,—My attention has been drawn to a fence you are erecting from the landing alongside of our store towards your office, and as I cannot look upon this as other than an infringement of our Possessory Rights, being an interruption on the lands we claim here, I hereby protest against its erection, in the name of the Hudson's Bay Company, and request that it may be removed.

I have the honor to be, Sir, &c.,

JAMES A. GRAHAME,
Chief Trader H. B. Co.

CAPTAIN RUFUS INGALLS,
Asst. Qr.-Master U. S. Army,
Fort Vancouver.

B 13a.*(Reply.)*

OFFICE OF ASST. Qr.-MASTER,

Department of Oregon,

Fort Vancouver, W. T.,

February 8th, 1859.

SIR,—I have received your letter of the 5th instant, in which you protest in the name of the Hudson's Bay Company against the erection of a certain fence within the limits of this reserve.

I take it for granted that you are simply obeying orders dictated from abroad, and that so far as you are concerned personally, you regard the protest as an oft repeated formula, of no particular force or propriety in this instance. But if you can possibly still entertain any doubts as to the rights of the Military Post here to lands, &c., I will ask you to refer to the published opinion of the Judge of the Court held at this place in 1850. The Judge then decided that the United States military authorities were legally in possession.

For further information, I would refer you to my letter to Dugald Mactavish, Esq., Chief Factor H. B. Co., of September 23rd, 1850, also to the letter of Gen. Jessup to the Secretary of War, of August 18th, 1858, and to my letter of the 15th ultimo, to Gen. Jessup, all bearing upon the matter at issue, and copies of all of which you have seen.

I am, Sir, very respectfully,
Your most obedient servant,

RUFUS INGALLS,
Capt. & A. Q. M.

JAMES A. GRAHAME, ESQ.,
Chief Trader, H. B. Co.

B 14.

OFFICE OF ASSISTANT QUARTER-MASTER.

Department of Oregon,

FORT VANCOUVER, W. T.

January 15th, 1859.

GENERAL,—I have observed in a recent issue of the New York Express, that Bishop A. M. Blanchet, of the Diocese of Nisqually, W. T., now residing at Vancouver, has addressed a letter to the President of the United States, a copy of which appeared in Freeman's Journal of last December the 4th, in which letter the Bishop *assumed* that the lands in this vicinity belonged to the Mission of St. James, and stated that this Mission is suffering from the arbitrary encroachment of the military authorities at this station. Having served here many years, and having been familiar with all important events that have transpired in connection with the occupation and settlement of Vancouver, I should be recreant to my duty did I not report the *facts* to you, so far as this Mission claim is concerned, in order that timely and proper steps may be taken to prevent the consummation of as subtle and infamous a scheme of avariciousness as Jesuits have, of late years, attempted to execute. The Reverend Bishop of Nisqually is a Jesuit. He foresaw it would be far more politic to excite a powerful Catholic influence and sympathy near *Washington City* by a recital of imaginary grievances

than to undertake the redress of any real ones before the courts here in *Washington Territory*.

I have the honor to submit the enclosed documents bearing on the case, to which I will refer, and also to state the following facts: The Hudson's Bay Company, under a trading license for a term of years, from the British Government (the license expires this year) occupied this place in 1824, while the convention of October 20th, 1818, was in force, and that Company has been in constant and uninterrupted occupation since that date of all the lands here, except those surrendered to the United States Military Post, which was established here in May, 1849. The rights of the Company are now protected by Article third of the Treaty of Washington of the 15th June, 1846. At the time of the passage of the Act establishing the Territorial Government of Oregon on the 14th of August, 1848, the Hudson's Bay Company actually *occupied* and *cultivated* the lands for miles in and near Vancouver. The present Mission buildings and grounds were *owned* and *occupied* by that Company. The Mission claims under the second proviso of section 1st of the Act referred to above; at that date the Mission as such was not *really* in existence.

It assumed formal tangible existence only in 1853, and created no improvements of value until after 1856, and then only by the permission and under the protection of the military authorities here, against whom the Reverend Bishop is so cruelly unjust.

For a long time prior and subsequent to the passage of the Act under which the Mission claims lands here, *it had no Mission*. The Hudson's Bay Company built a Church, and hired a Chaplain for the benefit of its servants, in past years. The Books of the Company show that this building is still its property.

The Chaplain was always, until after my arrival, lodged and fed by the Company, inside of its Stockade. Let me assure you that it is upon the strength of this very church building owned by the Hudson's Bay Company, and this same chaplaincy supported by the Company, that Bishop Blanchet now very modestly and coolly is attempting to clutch the whole of Vancouver, by a stroke of Jesuitical fillibusterism. The very fence which was ordered to be removed, and about which the Bishop inveighed so warmly is mostly the identical one that was put up years ago by the Hudson's Bay Company,

around some of its enclosures, and has never been surrendered to the Mission. In 1850 I rented this church building of the Company. A part of it was occupied as quarters for an officer of the Rifle Regiment, and the rent for it was paid to the Company. As against the Company then, what claim in law or equity has this Mission?

But further, in May, 1849, the present military post and depot were established here with the consent and upon the invitation of the late Peter Skeen Ogden, at that time Governor and Chief Factor in charge of the Hudson's Bay Company's interests in Oregon.

I was among the first who came here, and it was my particular duty to understand our rights and true position. I have in past time made many reports on this subject to my seniors in the Department. The Post Department and Division Commanders, have also made early and frequent reports on the same subject to the proper bureaus. These reports can be found filed away no doubt in the proper places. *In none of them is the Catholic Mission claim noticed, acknowledged or entertained* so far as my knowledge extends. It was not set up until four years after the establishment of the Post at this place, and not until after, under the auspices of a Catholic Post Commander, the priests were allowed many privileges, and were permitted to make improvements within certain defined limits which they now wish to extend.

It is fair to state here that even the Post Commander referred to (Col. Bonneville,) did not acknowledge any *right* on the part of the Mission to any lands here. What he granted was by way of favors, and of course his successor had the right to withdraw them when the public service required it. It was the attempt on the part of a subsequent Post Commander to curtail the Mission enclosures, authorized to be put up by Col. Bonneville that made the Bishop fly to the President and the Press. He well knew there was no foundation for redress here by either civil or military law.

Before the post was established here, and before any improvements were made by the United States, I entered into a written agreement with Governor Ogden, as agent of the Hudson's Bay Company, to the effect that the United States troops should have the right to take post here, and to put up such improvements and occupy such vacant lands as might be deemed necessary, and that

all such improvements should always remain subject to the orders of the proper officers of the United States army. By virtue of this agreement, Maj. J. S. Hatheway, late of the 1st Arty., then in command of a battalion, and the 11th Military Department, established the first military post and depot at this place, and took possession of all lands here not enclosed by the Hudson's Bay Company, where, since that date, May, 1849, we have been in constant occupation—where the post has uniformly exercised supreme control within the limits of its reservation, excepting always whatever rights the Hudson's Bay Company may be decided to have, and where the U. S. Government has created improvements in the shape of quarters, barracks, hospital, wharf, stables, and storehouses, to the value, from first to last, of over \$200,000. *Thus the U. S. came into possession here.*

The Catholic Mission has never sought to intermeddle with us here. It never protested. It never claimed anything while these improvements were being made; but a town of importance sprang up here a year or two ago, which bids fair to be a prosperous one. The post is now completed for six companies of troops, and there are valuable depot buildings. The license of the Hudson's Bay Company expires the present year. *Hence the itching* on the part of Bishop Blanchet to absorb the whole for the Church.

The paper marked "A" is a sketch of this place. By a glance at it you cannot fail to see how very much the Mission would like to fall heir to a spot that must be always of the highest importance in a military and commercial point of view.

In 1853, having come to the determination to set up a claim to the lands here, Bishop Blanchet had it recorded in the Surveyor-General's office, though that officer, under specific instructions from Washington, had not surveyed these lands, as they formed a portion of the possessory rights of the Hudson's Bay Company, and as such were not subject to occupation and claim by this Mission. (See Article 3rd, of the Treaty before referred to.) Besides, the Indian title had not been extinguished, as expected to be done by the first proviso of the Act, under which the Mission lays its claim.

Still, the presumption and ingratitude on the part of the Mission in setting up a claim at all to anything, induced Governor Ogden to file a protest against such absurd pretensions in the office of the

Surveyor-General. (See paper herewith marked "B.") As this reserve was not designed to interfere with the Company's rights, but simply to make use of vacant lands not wanted by the Company, sufficient for all purposes, and as it was presumed the entire place would fall to the reservation on a settlement with the Company, as when it retired on the expiration of its trading license, the protest filed by Governor Ogden was supposed, by the commanding officers, to be sufficiently conclusive. Any attempt on the part of this Mission, however, *ever* to have exercised the rights of ownership, or to have extended its enclosures or improvements beyond the limits *allowed it as favor* by the commanding officer here, would always, from 1849 to this day, have been summarily checked. *Such is the posture of the case now.*

Col. W. W. Loring, of the Rifles, succeeded Maj. Hatheway in command here. On the 31st October, 1850, he declared a reserve here of four miles square, by the order of the late Gen. P. F. Smith, under directions from the War Department, within the limits of Loring's reservation. These were some private donation claims, *none of which are in the present one.* By the act of February 14th, 1853, the lands that can be reserved for fortifications, are limited to 640 acres. This reservation was thus reduced by orders from the War Department of October 29th, 1853. (See papers marked "C." "D." and "E.")

There are, first, a letter from the Secretary of War to General Hitchcock, then in command of the Pacific division; second, a letter from General Hitchcock to Col. Bonneville, then in command of this post; third, Col. Bonneville's order, announcing the limits and boundaries of the reserve.

Soon after announcing the present reserve, the Colonel ordered a Board of Officers to assemble, and "to examine and report upon the extent, condition, probable value of all improvements contained within the limits of the present military reservation at this post." (See paper marked "F.") This Board discovered no improvements of the Mission. The Mission made no effort then, to assert that any existed, else the Board would have weighed and decided the matter. In 1850, when the present garrison was mostly erected, other parties than the Mission brought a suit against Col. Loring and myself, for an injunction to stop our buildings here. The case was tried in

the Courts, and the judges gave a written opinion to the effect that the post had *the right* over the parties complaining. The Mission at that day was not in existence in any tangible form.

Most of the improvements which pertain to the Mission have been created with our consent by Mr. Brouillet, the Vicar General of the Diocese, since my return here in 1856. This gentleman has opened five schools for both sexes, has a hospital for the indigent, sick, &c. The post has interposed no objections to the creating of institutions at this point, in a country so new and sparsely settled, so necessary and charitable. But no officer ever dreamed that this Mission would put forth so preposterous a claim as the one in question. All parties would be willing that the Mission may have what lands it now has enclosed, and they are ample for its legitimate uses. There is room enough here for the post, Mission, Company, and the town, if rightly divided.

In conclusion, I very respectfully ask your early attention to this communication, and beg you will refer it to the President or War Department, in order that this Mission claim may undergo a fair and close investigation before any decision is made. I would suggest that competent disinterested person or persons be appointed to investigate the situation of affairs here, touching the Mission claim, and the extent of the possessory rights of the Hudson's Bay Company at this place.

This should be done at an early day, while there are many witnesses living here, for the satisfaction of all parties, and to afford increased prosperity to the settlers near here. *This reserve should be confirmed without delay.* It is one of great value and importance to the military service, as well as to the government generally. I earnestly ask that early action be had in the premises.

I am, Sir, with respect, &c.,

RUFUS INGALLS,
Capt. A. Q. M.

To Maj. Gen. Thos. S. Jessup,
Qr. M. Gen. U. S. Army,
Washington City, D. C.

B 15.*(J. A. Grahame, Esq., to Lieut. Wheeler.)*

FORT VANCOUVER, WASHINGTON TERRITORY.

15th February, 1860.

SIR,—I to-day observed a building under process of erection immediately behind the garden of the Hudson's Bay Company at this place, and in front of the enclosure of the United States garrison.

It is my duty to inform you, as I learn that you and others are associated in the erection of said building with the intention of using it for a theatre, that as Agent of the Hudson's Bay Company, I protest against the putting up of said building on said land, which is claimed by said Company as its property, and I have to request that the building materials may be either removed or security given me that the house will not hereafter fall into private hands, who might set up a title to the same adverse to the interests of the Company.

Regretting that our position here should compel me to pursue this apparently unfriendly course,

I am, Sir, respectfully, &c.,

JAMES A. GRAHAME,
Chief Trader H. B. Co.

LIEUT. WHEELER, U. S. Army,
Fort Vancouver, W. T.

B 15a.*(Reply.)*

FORT VANCOUVER, W. T.

February 18th, 1860.

SIR,—I have the honor to acknowledge the receipt of your communication of February 15th, protesting against the erection of a building for a theatre at this Post.

In reply, I beg leave to state that I am acting under the authority

of the commanding officer of the Post, to whom I would respectfully refer you for any further information.

I am, Sir, very respectfully, &c.,

JAMES WHEELER, Lt.

2 Lieut. 1 Dragoons.

MR. JAMES A. GRAHAME,
Chief Trader, H. B. Co.,
Fort Vancouver, W. T.

B 16.

(*John M. Wark, Esq., to Brig. Gen. W. S. Harney, U. S. A.*)

FORT VANCOUVER, W. T.,

1st March, 1860.

SIR,—It is my duty, in the absence of Mr. Grahame, to endeavour, so far as I have ability, to protect the rights and property of the Hudson's Bay Company, and at least to object as firmly as possible to any encroachments upon them.

Having been informed that it is proposed to open some of the enclosures of the Company, now in actual cultivation, and claimed as an undoubted part of their possessory rights, secured to them by treaty between the United States and Great Britain, thereby depriving the Company of the use of their fields already leased for the present year; and having also been informed that one of the Company's oldest and most faithful servants, who has occupied his present residence, which, with the adjoining field cultivated by him, is a part of the Company's property, for more than ten years, has been notified that he must leave his house next week, or be forcibly removed by a file of soldiers, as his house was to be torn down and his garden thrown open, I feel compelled, in behalf of the Company, to protest most earnestly against any interference with, or encroachment upon the Company's rights, in the manner proposed, not less because of the great damage which will result than because of the violation of right.

Hoping that no act will be permitted by your authority, which can be regarded as an encroachment like those referred to, and that you will pardon my suggestions in the matter, in the absence

of those whose position and larger experience might, perhaps, give greater weight to their objections,

I have, &c.,

JOHN M. WARK,
Agent H. B. Company.

B16. bis.

(*The same to the same.*)

FORT VANCOUVER, W. T.

8th March, 1860.

SIR,—As Mr. Grahame is still absent, I acknowledge the receipt of your communication dated 3rd instant, and will at once forward it to the principal officers of the Hudson's Bay Company, who will, I doubt not, give it the consideration its importance demands. Situated as I am, of course, as the Agent of the Company, I can only submit to what seems to me to be an extraordinary and unwarrantable neglect and violation of its rights secured by Treaty on the part of those whose predecessors were tenants of the Company, on the same land upon which it is now proposed to make forcible encroachments.

Renewing my protest on behalf of the Company, and also desiring it to be understood that its claim for damages is not waived, if it should see fit to insist upon enforcing it, in case any trespass is committed,

I have, &c.,

JOHN M. WARK,
Agent H. B. Company.

Brig. Genl. W. S. HARNEY, U. S. A.,
Commanding Dept. of Oregon,
Fort Vancouver, W. T.

B 16a.

(*Capt. Pleasanton to John M. Wark, Esq.*)

See Evidence of Hudson's Bay Company, p. 189.

B 17.

(*Capt. Ingalls to John M. Wark, Esq.*)

See Evidence of Hudson's Bay Company, page 190.

B 17a.

(John M. Wark, Esq., to Captain Ingalls.)

Fort Vancouver, W. T., 8th March 1860.

SIR,

Your letter of 5th inst. is received. As the H. B. Co. has occupied the land referred to for more than 15 years, without interference on the part of any one, and as the officers of the U. S. army have frequently paid rent for buildings standing on those very premises, thereby recognizing the Company's right therein, I do not feel at liberty in the absence of higher officers of the Company to comply with your request to remove the buildings and fences thereon, and I must in behalf of the Company, protest against your proceeding in the manner indicated, to disturb the Company or any of its tenants in the enjoyment of their rights.

I beg also respectfully to suggest that the right of the Company to the fences and buildings mentioned, is in my judgment, undoubted, even without the permission of the military authorities to use its own property, nor do I deem it my duty to remove the same because of any order to which the Company is not legally subject.

The failure to remove them is not either to be understood, as suggested in your letter as an admission that they are of no value, because I insist that they have a great value to the Company, and if removed or interfered with, the Company reserves the right to claim such damages for the trespass proposed to be committed, as the facts will warrant. In making this reply, you will please to consider me as simply endeavoring, so far as lies in my power, to protect the rights and interests of the Company, from what I am constrained to regard as an unwarrantable and illegal encroachment.

I am, &c.,

JOHN M. WARK,

Agent H. B. Company.

CAPT. RUFUS INGALLS,
Fort Vancouver.

B 18.*(J. A. Grahame, Esq., to Gen. Harney.)*

FORT VANCOUVER, WASHINGTON TERRITORY.

12th April, 1860.

SIR,—I was much surprised to find on my arrival here on the 25th ult., that extensive depredations had been committed by your orders on the lands and tenements of the Hudson Bay Company at this place, and that further aggressions were intended, and have since been put in execution.

In the name of the Company, I hereby enter my solemn protest against this course, claim your protection as the highest military authority of the United States at this place, and request in common courtesy for the information of the Company and the British Government, that a copy be furnished me of your authority to dispose so summarily of the rights of the Hudson's Bay Company under the Treaty concluded in 1846, between Great Britain and the United States of America.

I have the honor to be, Sir, &c.,

JAMES A. GRAHAME,
Chief Trader H. B. Co.

BRIG. GENL. W. S. HARNEY, U. S. Army,
Commanding Department of Oregon,
Fort Vancouver, W. T.

B 18a.*(Capt. Pleasanton to J. A. Grahame, Esq.)*

HEAD QUARTERS DEPARTMENT OF OREGON,
Fort Vancouver, W. T.

April 16th, 1860.

SIR,—I am instructed by the General Commanding to acknowledge the receipt of your communication of the 12th instant, and in reply to state, no claim of the Hudson's Bay Company to any lands within the limits of the military reserve at Fort Vancouver is recognized.

Any privileges permitted that establishment on the military reservation at Fort Vancouver since the 30th day of May, 1859, have been conceded by the courtesy and forbearance of the Commanding General.

I am further directed to communicate to you that the style of your correspondence with these Head Quarters is considered improper and objectionable, and unless changed will receive no attention in future.

I am, Sir, &c.,

A. PLEASANTON,
 Captain 2nd Dragoons.
 A. A Adj. General.

JAMES A. GRAHAME, Esq.,
 Chief Trader, Hudson's Bay Co.,
 Fort Vancouver, W. T.

B 19,

(A. G. Dallas, Esq., to Gen. Harney)

FORT VANCOUVER, W. T.

10th May, 1860.

Sir:

In consequence of the aggressive acts instituted by your authority against the Hudson's Bay Company at this place, and your plain intimation that you no longer recognize the rights of the Company, and that our further stay at Vancouver is permitted only by courtesy and forbearance, I have, on behalf of the Company, obviously but one course to pursue, viz: to withdraw entirely from the Territory. I have therefore the honor of intimating to you, that it is the intention of the Hudson's Bay Company to vacate Fort Vancouver and the adjoining lands, so soon as the necessary arrangements can be made, and which may occupy one or two months. During this period, I presume, we may rely on your further courtesy and forbearance.

In taking this step, I have only to renew and confirm the protest of Mr. Wark and Chief Trader Grahame, against the infringement of the Treaty of 1846, and to throw upon the United States' Go-

vernment all the responsibility of the act, holding it liable for reclamation of damages.

The question being one, not of disputed boundary, but denial of right of occupancy of any portion of soil, I cannot but express my surprise that no formal intimation of this interpretation of a Treaty right was made to the Hudson's Bay Company through the British Government by that of the United States.

The Company was quite prepared to abide by any interpretation of that Treaty which might have been arranged by the respective Governments concerned, and I cannot fail to notice the want of courtesy displayed towards the Company in the manner of effecting its ejection from American Territory. Early in March, one of our oldest servants who had occupied his house and the ground on which it stands for ten years, is notified that he must vacate the premises or be ejected by a file of soldiers. On the 19th of March, the doors and windows were removed, and on the following day the house was burnt. It was only on the 3rd March, subsequent to the threats above mentioned, that you intimated to Mr. Work, our acting agent, that you no longer recognized any possessory rights of the Company at Vancouver, *and your intention of placing our fences and fabrications at our disposal* after removal. On 16th April, you confirmed your previous intimation as to the non-recognition of the Company's possessory rights, adding, that since 30th May last our privileges have been conceded by courtesy and forbearance only. On 5th March, Captain Ingalls, acting Quartermaster, kindly intimates, that William, the old servant, above alluded to, may occupy another old house while his own is being pulled down, *and while the Company is closing its business at this place.*

Such are the circumstances, coupled with other aggressions of a similar nature, which compel the Hudson's Bay Company to withdraw from a land which they occupied by Treaty right, and which they reclaimed from the wilderness and from the savage; and against the hardships and famine of the one and the deadly hostility of the other, they have, on more than one well-known occasion, preserved the lives and the footing in the country of the early American Settlers.

It is with deep regret, I feel called upon to terminate, in such a manner, the friendly connexion which has so long existed between

the Federal Officers of the United States and the Hudson's Bay Company, in this Territory.

I have, &c.,

A. G. DALLAS,
President of the Council of the
Hudson's Bay Company in North America.

BRIG. GEN. W. S. HARNEY, U. S. A.,
Com. Dep., of Oregon, Vancouver, W. T.

B 19a.

(*Captain Pleasanton to A. G. Dallas, Esq.*)

HEADQUARTERS DEPARTMENT OF OREGON,
Fort Vancouver, W. T.,
10th May, 1860.

SIR,—Your communication of this date to the General Commanding, intimating it is the intention of the Hudson's Bay Company to remove from Fort Vancouver, so soon as the necessary arrangements can be made, and which is supposed will occupy one or two months, has been received.

I am directed to acknowledge its receipt, and to state instructions will be given to afford every facility to the Hudson's Bay Company, in the fulfilment of this intention that may not be to the prejudice of the public interests of the United States.

I am, &c.,

A. PLEASANTON,
Captain 2nd Dragoons,
Acting Asst. Adjut. Gen.

A. G. DALLAS, ESQ.,
&c., &c., &c.,

C 1.

(*Gov. Abernethy to P. S. Ogden, Esq.*)

OREGON CITY, 17 Jan., 1848.

PETER SKEEN OGDEN, ESQ.,
Chief Factor Hon. H. B. Company,
Vancouver.

SIR,—I feel it a duty, as well as a pleasure, to tender you my

sincere thanks, and the thanks of this community, for your exertions in behalf of the widows and orphans that were left in the hands of the Cayuse Indians.

Their state was a deplorable one, subject to the caprice of savages, exposed to their insults, compelled to labor for them, and remaining constantly in dread lest they should be butchered as their husbands and fathers had been.

From this state I am satisfied we could not have relieved them; a small party of Americans would have been looked upon by them with contempt, a large party would have been the signal for a general massacre.

Your immediate departure from Vancouver on receipt of the intelligence from Wailetpu, enabling you to arrive at Walla-Walla before the news of the American party having started from this reached them, together with your influence over the Indians, accomplished the desirable object of relieving the distressed. Your exertions on behalf of the prisoners will doubtless cause a feeling of pleasure to you through life, but this does not relieve them, nor us, from the obligations we are under to you. You have also laid the American Government under obligations to you, for their citizens were the subjects of this massacre, and their widows and orphans are the relieved ones.

With a sincere prayer that the widows' God and the Father of the fatherless may reward you for your kindness,

I have the honor to remain, Sir,

Your obt. servant,

GEO. ABERNETHY,

Gov. of Oregon Territory.

C 2.

(Gov. Stevens to P. S. Ogden, Esq.)

EXECUTIVE OFFICE,
Olympia, Dec. 20th, 1858.

PETER SKEEN OGDEN, Esq.,

Chief Factor of the Hudson's Bay Company.

SIR,—I am instructed by the Secretary of State of the United States to call your attention to certain rights and privileges granted

by the Hudson's Bay Company, and to the Puget's Sound Agricultural Company by the treaty between the United States and Great Britain, bearing date August 5th, 1846.

By the third Article of that Treaty, it is provided that, "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 by the 4th Article, "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."

According to well recognised principles of International Law, these respective Companies acquired no rights in this Territory as against the United States by the various Acts of Parliament; by which they have been constituted, and their privileges granted. On the contrary, all the rights they possess derive their vitality from the Treaty itself, and had not their interest been therein regarded, they would have been but mere trespassers.

Under the above Articles of the Treaty, the United States Government can only recognise in the Hudson's Bay Company such possessory rights as existed at the date of the Treaty. There can be no cavil as to the signification of the terms "possessory rights," that is rights acquired by mere possession, vesting no interest in the soil in the owner of such right, but a right which exists and is held by mere occupancy, and which is lost the moment such occupancy is abandoned—such rights of the Hudson's Bay Company will be respected.

The farms and lands of the Puget's Sound Agricultural Company will be held in the same manner as such property is held by citizens of the United States, unless there are restrictions imposed upon it by its Charter or Articles of Agreement, a copy of which you are requested to furnish at your earliest convenience; otherwise, nothing can be rendered certain. In the terms "farms and lands," the United States will recognise lands actually used and occupied by said Company for farming purposes, such as cultiva-

tion and pasturage, regularly and continuously, prior to and at the date of the Treaty, but do not consider that the mere random roving of wild cattle or the changing of flocks from one prairie to another create a right which under the Treaty is to be confirmed.

These rights are to be construed strictly, and at the actual date of the Treaty, and none which have been subsequently acquired, or which had been abandoned at that period, can be confirmed. Nor can these Companies be considered as having any claims to any portions of the soil which were held by or in the name of any persons at such date or subsequently at the instigation of said Companies, and who have been induced or forced to relinquish such claims by said Companies or their officers.

There is nothing in the Treaty of 1846 which secures to the Hudson's Bay Company the right to trade with the Indians. This practice will therefore immediately cease. As this will materially affect the interests of the Company in this Territory, and as they, perhaps, may have accumulated large stocks of goods for this purpose, six months from the first day of January, 1854, will be allowed them to settle in this respect their affairs.

In connection with these views of the General Government, I will state that the whole subject of these Companies has been referred to me for a report, and any matters as to the nature or value of their possessions will more properly be transmitted through me to the Department of State at Washington.

A duplicate of this letter will be sent to W. F. Tolmie, Esq., Chief Trader of the Hudson's Bay Company at Fort Nisqually.

Trusting that the above views and information will be communicated by you and him, to the various posts and employés of the Hudson's Bay Company and the Puget's Sound Agricultural Company as soon as possible,

ISAAC I. STEVENS,
Gov. Wash. Ter.
Supt. Indian affairs.

C 2a.

(Messrs. Ogden and Mactavish to Gov. Stevens.

VANCOUVER, WASHINGTON TERRITORY,
16th Jan., 1854.

SIR,—We have the honor to acknowledge receipt on 13th inst.,

of your communication of 20th Dec. ult., addressed to Chief Factor Ogden, in which you mention that you are instructed by the Secretary of State of the United States, to call his attention to certain rights and privileges granted to the Hudson's Bay Company and to the Puget's Sound Agricultural Company, by the Treaty between the United States and Great Britain, bearing date 5th August, 1846.

You are further pleased to give the views of your Government on the subject of the rights of these Companies under that Treaty, and to state that as the Hudson's Bay Company is not secured by the treaty in the right to trade with Indians, that practice is to cease six months from the first day of January, 1854, and that as you are to report to the General Government at Washington on the whole subject of the two Companies, any matter as to the nature or value of their possessions will more properly be transmitted through you to the Department of State at Washington.

In reply, we beg very respectfully to mention that as we do not feel ourselves authorised to enter into any correspondence with the authorities of the United States Government on the subject of the rights of the two Companies referred to under the Treaty, we shall take advantage of the first opportunity to forward copy of your communication to the Directors of the Hudson's Bay Company and Puget's Sound Agricultural Association in London, and to the British Minister at Washington, and as soon as we receive the necessary instructions we shall again have the honor of addressing you.

In the meantime, we cannot as you desire communicate the contents of your letters to the officers in charge of posts for the Hudson's Bay Company and Puget's Sound Agricultural Association in this Territory; and in the event of any interference with what we are instructed to consider the rights and privileges of these Companies, we shall feel bound to protest against such in the most solemn manner.

We have, &c.,

P. S. OGDEN,
D. MACTAVISH,

Chief Factors Hudson's Bay Company.

His Excellency ISAAC J. STEVENS,
Gov. W. T. and Supt.
Indian Affairs, Olympia.

C 2b.

(Sir G. Simpson to Gov. Stevens.)

HUDSON'S BAY HOUSE,

Lachine, C. E., 22nd March, 1854.

SIR,—Copies of your letter of 20th Dec. last, addressed to Peter Skeen Ogden, Esq., and to W. F. Tolmie, Esq., in their capacities of agents for the Hudson's Bay Company and Puget's Sound Agricultural Company, have been transmitted to me as the chief representative of those Companies in North America, and I think it proper to state to you my views on the ground, which under instructions of the Secretary of State of the United States, you have taken in reference to the rights secured to those Companies by the Oregon Treaty of August, 1846.

I regret that I feel constrained to dissent entirely from your interpretation of the Treaty, as being at variance with justice and the well understood intentions of the high contracting parties, and also as differing from that given by some of the most eminent counsel in the United States. It necessarily follows that the validity of your arguments not being admitted, the Companies I represent dissent from the conclusions arrived at, and do not recognise your right to deprive them on an *ex parte* interpretation of privileges, for which their Government contended, and the preservation of which was the equivalent for the large concessions of Territory made by Great Britain in the Oregon Territory.

The reservation of those rights in the Treaty, is very comprehensive, and the language used such as to embrace everything which can lawfully be brought within the meaning thereof. We, therefore, dispute your proposition that the Treaty is to be construed strictly against us, and nothing conceded that is not therein specially set forth. On the contrary, we maintain that every privilege or advantage the Companies enjoyed at the date of the Treaty, was intended to be covered by the general term "possessory rights," among the more important of which were, the occupation of their lands and buildings, the trade with Indians and Whites, free ingress and egress to and from the country by land and water, and the navigation of the Columbia River. These are rights they possessed at the date of the Treaty, which they enjoyed without molestation

for seven years after the sovereignty of the country passed from Great Britain, and which they will continue to exercise until the high contracting parties who framed the Treaty shall by convention or otherwise so interpret it as to limit vary or modify them.

The Companies I represent conceive that it is sufficient for them to shew that the rights they claim were possessed by them at the date of the Treaty, and are accordingly to be "respected." For this, they have high authority—Mr. R. S. Coxe says on this point, "the possessory rights of the Company are secured by the Treaty, as they existed at its date under authority of the British Government."

The late Mr. Webster considered "the Company had a vested proprietary interest in their lands, and that their title to its fullest extent is protected by the Treaty," and Mr. Randall gives his opinion that the "possessory rights of the Hudson's Bay Company have the same validity against the United States Government as they would have possessed against the Crown of England."

As you question whether the right of trade with Indians is one of those secured by the Treaty, it may be proper to inform you that it was the principal privilege granted to the Hudson's Bay Company by the British Government, and which, according to the above high authorities, has since the date of the Treaty, "the same validity against the United States as against the Crown of England." It was, in fact, the fundamental right of the Company, and the very essence of their title to the "occupation" of the Territory, which they possessed, as against all British subjects by virtue of their "License of Trade," i.e. the exclusive right of trade with Indians and Whites.

I have already intimated that the Hudson's Bay and Puget's Sound Companies will recognise no definition or limitation of their Treaty rights, except on the authority of the parties to the Treaty which created them; and they have accordingly instructed their agents within the Washington Territory not to perform any act which can in the slightest degree compromise them, or affect the question of the extent or nature of their rights. Under those circumstances, it is unnecessary for me in this communication to enter into the question of the extent of the "possessory rights," which, to quote Mr. G. M. Bibb's opinion, "are so wide, so long, so deep,

so multiplied and so indefinite as to affect seriously the question of public domain, which will remain (if any) to the United States, after fulfilling in good faith this article of the Treaty."

With regard to the evidence to be adduced by the Hudson's Bay and Puget's Sound Companies in support of their rights, Mr. Coxe states that "it cannot be contended with any show of reason that actual survey lines of exact demarcation, enclosures or anything else defining and circumscribing the extent of ground * * * can be required as an essential foundation or support of the title of the Company. The felling of timber *sparsim* throughout a tract of forest land, the pasturing of cattle over hills and plains* * * would constitute the most conclusive evidence of such possessory rights as are recognised and protected in the Treaty." This view of the case is specially endorsed by the late Mr. Webster and Mr. Randall, and Mr. Stanton thinks "that according to high American authority the Company's right embraced all territory north of the Columbia River." That gentleman further states that "possession may be shewn according to the custom of the country" in some parts by hunting and trapping, &c., * * * and round Puget's Sound by stock grazing, building, clearing, pasturing cattle, &c.," and also that "the exclusive possession and dominion of the Company could not have been more plainly manifested than they were, by actual ditch wall and rampart round the whole territory, and that with the knowledge and sanction of the British Government." In the foregoing general sketch of the extent and nature of the British claims I have purposely confined myself to the views of the United States authorities, as the opinions of English lawyers might be supposed to be to some extent influenced in favor of their countrymen.

I cannot pass from this part of the question without stating that the reasons given in your letter of 20th December, for limiting the claims of the Puget's Sound Company appear to me to be inconsistent with fact and justice. There is nothing in the Treaty which warrants the assumption that the property of that Company is "to be held in the same manner as such property is held by citizens of the United States." Were this proposition admitted, it might be next asserted that corporations may not hold lands or that no individual or corporation may possess more by grant than one square mile. On the contrary, the Puget Sound

Company acquired its title before the United States laws were the laws of the territory, and that title was confirmed by the Treaty without any reference to its charter or articles of agreement, without a knowledge of which you say "nothing can be rendered certain." You then add "that the mere random roving of wild cattle or changing of flocks from one prairie to another do not create a right under the Treaty" wherein you differ from the learned authorities already quoted, one of whom, Mr. Bibb, particularly notices "the pasturing of flocks and herds ranging at pleasure and often changing" as one of the points to be considered in the question. The history of the Puget's Sound Agricultural Company is evidence that their occupation of the lands they claim was not accidental but the foundation of their existence, as the name itself implies. That Company, was established for a particular object, that of raising agricultural produce and stock, and by the consent of the Hudson's Bay Company who were at the time the sole occupants and possessors of the whole territory by authority from the British Crown, certain tracts of land were appropriated to the operations of the new Company—the Cowlitz plain being devoted to agriculture, and the pasture lands on Puget's Sound around Nisqually to stock raising. Those pasture lands were at once covered with flocks and herds to the extent they were supposed capable of properly supporting, the sheep being moved from prairie to prairie as the changes of the season, destruction of the pasture, drying up of the lakes, &c., rendered necessary, while the cattle were allowed to make similar changes for themselves, a watch being at all times kept upon their movements. Any other system on so large a scale would have involved an outlay ruinous to the business, and under the circumstances, it is impossible to conceive a more actual and complete occupation of the whole of that district. The facts are so strong that the Puget Sound Company are not disposed to abate in the least particular their pretensions to any portion of the district they have claimed, which, unlike the possessory rights of the Hudson's Bay Company, may be and has been defined by boundaries of which you are cognizant.

It is with much regret I observe that, without awaiting the decision of the two Governments on the questions at issue, you have intimated an intention of carrying out your views as to the interpretation of the Treaty by prohibiting the exercise of one of the rights possessed by

the Hudson's Bay Company, that of trading with Indians. You will of course comprehend that a compliance with your directions on this subject is impossible as it would be a virtual recognition of your interpretation of the Treaty which is entirely repudiated. I have lost no time in referring the matter to the British Minister at Washington for adjustment with the United States Government, by whom I trust our differences therein may be speedily reconciled and that the good understanding which has heretofore been maintained between the Company's Officers and the United States officials may not be interrupted.

I am in hopes the outline I have given in this communication of the nature of the claims set up by the Hudson's Bay Company and Puget's Sound Company under the Treaty of 1846 may reach you previous to reporting on the subject to the United States Government, so that you may be enabled to point out the embarrassing nature of the questions involved. It cannot be concealed that, unless some speedy and amicable settlement be effected, very serious difficulties may arise from the conflict of interests; and for my own part I see no way in which such may be so conveniently effected as by the purchase and consequent extinction of the British rights by the United States.

Assuring you of my earnest desire to negotiate any adjustment of those difficulties satisfactory to both parties, whether by the definition of the Company's rights by competent authority or by their cession to the United States for an adequate compensation,

I have, &c.,

G. SIMPSON.

His Excellency ISAAC J. STEVENS, Esq.,
Governor of Washington Territory,
Superintendent of Indian Affairs,
Olympia, W. T.

C 3.

(Gov. Curry to D. Mactavish, Esq.)

TERRITORY OF OREGON, HEAD QUARTERS,
Portland, Oct. 16th, 1855.

SIR,—Captain Robert Thompson, Regimental Quarter Master of the Regiment of Oregon Mounted Volunteers, is charged with the

procuring of certain supplies for the Regiment, and I have the honor to request that you will advance what it may be in your power to supply, upon the receipt of Albert Zieber, assistant Quarter Master General of the Territory of Oregon.

Very respectfully yours,

GEO. L. CURRY,
Governor of Oregon.

DUGALD MACTAVISH, ESQ.,
Of Hudson's Bay Company,
Fort Vancouver, W. Terry.

C 4.

(*Gov. Curry to D. Mactavish, Esq.*)

PORTLAND, Oct. 21st, 1855.

DEAR SIR,—I beg to enclose herewith, for your information, certain printed matter containing the latest intelligence concerning the Indian difficulties in Southern Oregon.

I am greatly obliged to you for the promptness with which you complied with my request in furnishing Mr. R. Thompson with the supplies desired by him for the Volunteers of the Dalles.

Two Companies, comprising about 190 men, are now on the route to the Dalles viâ the immigrant trail.

Two Companies, of about the same number, left here a few hours since for the same point by steamboat.

I am, very respectfully, &c.,

GEO. L. CURRY.

DUGALD MACTAVISH, ESQ.,
Chief Factor, H. B. Co.,
Vancouver.

C 5.

(*Gov. Curry to D. Mactavish, Esq.*)

PORTLAND, Oct. 23rd, 1855.

MY DEAR SIR,—Allow me the pleasure of making you acquainted with Albert Zieber, Esq., who fills the very responsible position of

Assistant Quarter Master General. You will please do what may be in your power, and convenient, towards assisting him officially, and very much oblige,

Your obedient servant,

GEO. L. CURRY,
Governor of Oregon.

DUGALD MACTAVISH, Esq.,
Chief Factor, H. B. Co.,
Vancouver, W. T.

C 6.

(*Gov. Stevens to D. Mactavish, Esq.*)

EXECUTIVE OFFICE, TER. WASH.
Olympia, Feb., 17th, 1856.

SIR,—I have appointed M. R. Hatheway Commissary and Quarter Master for the Post of Vancouver, and Col. B. F. Shaw Asst. Adjt. Genl. of the Washington Volunteers, and have assigned him the duties of Asst. Qr. Master and Commissary General.

I trust you will furnish anything in your power to promote the operations of the Volunteers from Washington in the prosecution of the existing Indian War, and I have herein given such authority to Col. Shaw and Capt. Hatheway to make purchases from the Hudson's Bay Co.

Their purchases will be approved by me.

Truly and respectfully yours,

ISAAC I. STEVENS,
Gov. Ter. Wash.

D. MACTAVISH, Esq.,
Chief Factor, Hudson's Bay Co.,
Vancouver, W. T.

C 7.

(*Gov. Stevens to W. F. Tolmie, Esq.*)

Not printed—being a duplicate of C 2.

(*W. F. Tolmie, Esq. to Gov. Stevens.*)

FORT NISQUALLY,

Dec. 27th, 1853.

SIR,—I have had the honor to receive your communication of the 20th inst., 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 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 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 of 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 Puyallip rivers, all which are included in the Puget's Sound Agricultural Company's claim.

The evils thence arising are manifold; in some instances our inclosed lands under cultivation have been taken possession of; more frequently the rails forming our sheepfolds and other inclosures 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 these 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 Company, agent Puget Sound
Ag'l. Company, Nisqually, Washington Territory.*

To his Excellency ISAAC I. STEVENS,
Governor of Washington Territory and Supt. of Indian Affairs.

C S.

(*Gov. Stevens to W. F. Tolmie.*)

EXECUTIVE OFFICE,

Olympia, Jan. 9th, 1854.

SIR,—I have the honor to acknowledge the receipt of your favor of Dec. 27th, 1853, in reply to my letter of Dec. 20th, setting forth the views of the General Government of the United States, in reference to the rights guaranteed by the treaty of August 5th, 1846, to the Hudson's Bay Company and to the Puget's Sound Agricultural Company.

Without intending at all to question your right to protest against those 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 Dec. 20th, 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 appropriation 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 other rights of the Hudson's Bay Company under its charter, the right to make laws and to have Civil and Criminal Jurisdiction, and the *effect* of the trade 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 shewn 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 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 on 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 Dec. 20th, as to the nature and value of the possessions of the Hudson's Bay Company and the Puget's Sound Agricultural 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 respectfully, &c.,

ISAAC I. STEVENS,
Gov. and Supt.

WILLIAM F. TOLMIE, Esq.,
Chief Trader, Hudson's Bay Company,
Agent Puget Sound Agricultural Company.

C 9.

(*Nathan Olney to Jas. Sinclair, Esq.*)

WALLA-WALLA, 13th Oct., 1855.

DEAR SIR,—Judging from present appearances I am induced to believe that a war with the tribes of Indians in your immediate vicinity, is unavoidable. If such an unfortunate event should occur, your own, and the lives of your family, and those in your employ, must necessarily be sacrificed unless you remove beyond the reach of danger. I, therefore, as Indian Agent order you with your family and hands, to leave the country without delay, and

proceed to the Dalles, or lower down the river, as your convenience may require.

Very respectfully your obedient servant,

NATHAN OLNEY,
Indian Agent.

MR. JAS. SINCLAIR, ESQ.

C 10.

NATHAN OLNEY, ESQ., }
Indian Agent. } Dr.

To the Hudson's Bay Company.

1855	Oct. 13th.	To 400 lbs. gunpowder..	\$1.50	\$600 00
		“ 1008 “ ball.....	0.50	504 00
				<u>\$1104 00</u>

FORT WALLA-WALLA, October 13th, 1855.

JAS. SINCLAIR.

Received from James Sinclair, Agent for the Hudson's Bay Company at Walla-walla, a quantity of ammunition as per margin.

Said ammunition has been destroyed by my authority; thrown into the Columbia River before proper witnesses—to prevent its falling into the hands of the Indians, under the critical circumstances now existing.

400 lbs T P F gunpowder, say four hundred pounds.

1008 “ ball—say one thousand and eight pounds.

FORT WALLA-WALLA, W. T.

13th October, 1855,

NATHAN OLNEY,
Indian Agent.

C 11.

Estimate of Sundry Goods, property of the Hon. Hudson's Bay Company, abandoned at Fort Walla-walla, 16th October, 1855, by order of Mr. Nathan Olney, Indian Agent, on account of Indian difficulties.

	\$	c.	\$	c.
49 Blankets, Blue, 3 pts.....	12	00	588	00
38 " Green.....			456	00
49 " Scarlet.....			588	00
149 " Plain, B. B.....			1788	00
130 " 2½	10	00	1300	00
61 " 2	8	00	488	00
4 " 1½			32	00
7 " B. B. 3	10	00	70	00
47 " Striped.....	12	00	564	00
356 lbs. Bacon.....	0	50	178	00
13½ doz. Indian awls.....	3	00	40	50
12 Axes—medium.....	4	00	48	00
4 " claw.....	3	50	14	00
7 " large R.H.....	4	00	28	00
13 " small ".....	2	50	32	50
53 yds. Blue Baize.....	2	50	132	50
36 " Red ".....			90	00
7 lbs. Beads White Enamel.....	4	00	28	00
22½ lbs. Green and Blue.....			89	00
122 Necklaces Beads.....	1	50	183	00
120 doz. Hawk Bells.....	1	50	188	00
14 Scarlet Belts, broad.....	3	50	49	00
10 " narrow.....	2	50	25	00
18 Scotch Bonnets.....	3	00	54	00
1 Brace with 36 Bits.....			16	00
10 pair Men's Cotton Braces.....	1	50	15	00
9 Single Rein Bridles.....	6	00	54	00
12 doz. Buckles, 2 in.....	1	50	18	00
12 doz. Buckles, lined, 1½ in.....	1	50	18	00
30 doz. plated Ball Buttons.....	1	00	30	00
8 " " large.....	3	00	24	00
4 boxes Percussion Caps, 2 in.....	5	00	20	00
12 Men's Blue Cloth Capots, 4 ells.....	15	00	180	00
18 " " " " 3½.....			270	00
35 packs Playing Cards.....	1	50	52	50
20 lbs. Patras Currants.....	1	00	20	00
8 Cast Steel Chisels.....	1	00	8	00

		\$	c.
23 yds 2d Scarlet Cloth.....	12 00	276	00
12½ " Green "	"	153	00
54 " Floor "	2 00	108	00
5 Summer Cloth Coats.....	12 00	60	00
2 " " " Blue and Brown..	12 00	24	00
6 " Shooting "	16 00	96	00
7 Chesterfield Tweed "	"	112	00
2 Taglioni Brown Beavers.....	16 00	32	00
1 Paletot Drab.....		16	00
2 Brown Pilot Chesterfield... ..	20 00	40	00
1 " Sac "		20	00
732 lbs. Coffee.....	0 50	366	00
3 Block Tin Coffee Pots.....	10 00	30	00
1 " " " windlass.....		10	00
6 doz. Horn Combs.....	12 00	72	00
¾ " " " Dressing.....	18 00	13	50
3 " " " Dandruff.....	12 00	36	00
½ " Ivory " "		6	00
9 Worsted Comforters.....	3 00	27	00
164 lbs. Dried Apples.....	0 75	123	00
3 Screw Augers, 1 in.....	2 00	6	00
2 " " ¾ in.....		4	00
249 yds. White Cotton.....	0 50	124	50
642 yds. Striped Cotton.....	0 50	321	00
454 yds. Grey " 26 in.....		227	00
812 yds. Printed "		406	00
784 yds. " Navy Blue cotton.....		392	00
280 yds. Furniture "		140	00
7 lbs. Cotton Wick.....	3 50	24	50
20 yds. Diaper.....	3 00	60	00
9 pair Long Cotton Drawers... ..	4 00	36	00
689 yds. Blue Drill.....	0 75	516	75
48 Black Fox Tail Feathers.	3 00	144	00
29 Files, Flat, Bastard, 8 in.....	1 00	29	00
2 Tenors Saws.....		2	00
18 Hand "		18	00
12 Cross Cut Saws.....		12	00
20 Pit "		20	00

		\$	c.
6 Rat Tail saws		6	00
6 Half round "		6	00
1 Eagle Plough.....		60	00
22 yds. Common White Flannel.....	1 50	33	00
32 yds. Red "		48	00
10 Lambs Wool Frocks.....	4 00	40	00
250 Gun Flints.....	doz. 1 00	21	00
3 $\frac{3}{4}$ Rolls Highland Gartering.....	4 00	15	00
6 Gimlets	0 50	3	00
1 Roll Web Girthing.....		36	00
11 yds. Gingham.....	0 50	5	50
3050 lbs. Flour.....	0 25	762	50
15 P. C. Looking Glasses.....	1 00	15	00
42 " " " round pewter frames	1 00	42	00
12 Gouges.....		12	00
42 doz. Wire Gunworms.....	1 00	42	00
1 $\frac{1}{2}$ lbs. Glue.....	3 00	4	50
208 Cotton Handkerchiefs	0 50	104	00
35 Corah Silk "	2 50	87	50
9 Black " "	3 00	27	00
6 Hats, Grey felt.....	5 00	30	00
18 " Black and Brown.....	6 00	108	00
6 " Soft Beaver.....		36	00
22 Axe Helves	1 50	33	00
9 pr. Butt Hinges 4 $\frac{1}{2}$ in.....	1 00	9	00
12 " " 2 $\frac{3}{4}$ in.....		12	00
30 Field Hoes.....	3 00	90	00
60 Cod Hooks.....	doz. 1 00	5	00
180 Trout "		15	00
18 pr. Women's Worsted Hose.....	2 00	36	00
22 Men's " $\frac{1}{2}$ "	1 50	33	00
24 " Cotton " "	1 00	24	00
32 pr. Table Knives and Forks.....	1 00	32	00
279 Scalping " "	0 75	209	25
40 lbs. Copper Kettles open.....	2 00	80	00
7 Nests Tin " covered 1. c. 13.....	32 50	227	50
1 " " No. 4.....		4	00

		\$	c.
1 Nest Tin Kettles	No. 7.....	3	00
2 " "	5.....	3	00
2 " "	6.....	6	00
1 " "	8.....	2	50
1 " "	9.....	2	00
3 B. M. Soup Ladles.....	3 00	9	00
1 Cupboard Door Lock.....	1 00	1	00
5 Iron Pad " 2 inch.....	1 00	5	00
2 Fancy stock " 10 inch.....	8 00	16	00
45 yards Linsey.....	1 00	45	00
15 yards Printed Moleskin.....	1 50	24	00
6 bottles Mustard, 1 lb. ea.....	2 00	12	00
2 doz. Matches.....	3 00	6	00
94 lbs. cut Nails.....	0 50	47	00
$\frac{1}{2}$ Gross Screw Nails.....	6 00	3	00
60 Papers Needles, $1\frac{1}{2}$ m.....	0 50	30	00
92 yards Osnaburgs.....	0 75	69	00
5 Short handled Fry Pans.....	3 50	17	50
9 Nests Tin Milk-pans, 1 to 3.....	10 00	90	00
3 " " oval, 1 to 4.....	16 00	48	00
3 " " 3 to 5.....	2 00	6	00
3 " " round, 1 to 8.....	16 00	48	00
2 " " 3 to 4.....	2 00	4	00
10 " " oval.....	2 50	25	00
7 $\frac{1}{2}$ lbs. Black Pepper.....	1 50	11	25
18 papers B. C. Pins.....		27	00
43 Tin pots, pints.....	1 00	43	00
3 B. M. Tea pots.....	12 00	36	00
24 rolls Paper hanging.....	2 00	48	00
16 rolls Colored ribbon 6 doz.....	3 00	48	00
5 " Black " 8 doz.....	3 00	15	00
68 lbs. Rice.....	0 50	34	00
9 $\frac{1}{2}$ doz. Brass Harness Rings.....	6 00	57	00
12 " Curtain ".....	4 00	48	00
4 Finger ".....	2 50	10	00
2 doz. Pair Ear ".....	2 00	48	00
420 lbs. Salt.....	0 40	168	00

		\$	c.
30 lbs. Fine Table Salt.....	0 50		15 00
4 pair Lady's Steel Scissors.....	1 50		6 00
8 Tailors' " " small.....	2 50		20 00
164 Men's common cotton Shirts.....	2 00	328	00
69 Regatta Shirts.....	2 50	172	50
6 Serge ".....	4 00	24	00
35 pair Men's common unbound Shoes.....	4 00	140	00
7 " fine dress " ".....	5 00	35	00
12 pair Women's " " ".....	4 00	48	00
19 " Girls' " " ".....	3 00	57	00
3 Shawls, lined, printed 4 x 4.....	3 00	9	00
4 " Cotton.....	5 00	20	00
102 " " Resist.....	1 00	102	00
4 " Bordered red Merino.....	8 00	32	00
2 " Printed Cashmere.....	15 00	30	00
2 " Black Indiana, Silk Fringe.....	20 00	40	00
486 lbs. Shot and Ball.....	0 50	243	00
363 " Soap, 121 bars.....	2 00	242	00
2 cakes Vegetable Soap.....	1 00	2	00
48 " Windsor ".....	0 50	24	00
36 Table Spoons, iron tinned.....	0 50	18	00
12 " B. M.....		6	00
24 Tea " ".....		12	00
12 Polished fine Steels.....	0 50	6	00
6 pair Cossette Straps.....	6 00	36	00
39 yds. Red Stronds.....	6 00	234	00
7½ " Green ".....	6 00	44	00
6 " Blue " N. C.....	6 00	36	00
1502 lbs. Sugar.....	0 50	751	00
6 pair Broad Tape, white.....	0 50	3	00
9 " Middling ".....		4	50
6 " Narrow ".....		3	00
37 doz. Brass Thimbles.....	1 00	37	00
14 lbs. Thread.....	4 00	56	00
78 yds. Tartan.....	1 50	117	00
152½ yds. Bedtick.....	0 75	114	37
73 lbs. Hyson Tea.....	2 50	182	50

		\$	c.
118 lbs.	Twankay	2 00	236 00
227 "	Tobacco, Canadian Roll.....	2 00	554 00
155 "	Plug Locks.....	1 50	232 50
118 "	Negro Head.....	1 50	177 00
7 prs.	Trowsers railrod	7 00	49 00
6 "	" 2 Cloth.....	12 00	72 00
1 "	" Corn "		8 00
8 "	" printed Moleskin	8 00	64 00
18 "	" drab "		144 00
3 "	" fine tweed.....	15 00	45 00
12 "	" pilot cloth.....	12 00	144 00
16 "	" Canton drill	8 00	128 00
5 "	" Cambroon Crape.....		40 00
18 "	" Cord.....		144 00
12 "	" Beaverteen.....		96 00
12 lbs.	Holland Twine	2 00	24 00
2 bundles	Sturgeon "	3 00	6 00
1 "	Maitre de Retz.....		3 00
18½ lbs.	Vermillion.....	7 50	138 75
7 Vests,	2d cloth DB.....	6 00	42 00
5 "	Quilting	5 00	25 00
4 Riding	Whips, Ladies'.....	2 00	12 00
8 lbs.	Brass Collar Wire.....	2 00	16 00
4 papers	oz Tacks.....	0 50	2 00
5 prs.	Stirrup Irons.....	3 00	15 00
26 yds.	Blk Orleans.....	1 50	39 00
11 "	Jeans, Indigo Blue.....	1 00	11 00
8 lbs.	Saltpetre.....	1 00	8 00
1 lbs.	Tinman's Solder.....		1 00
23½ lbs.	Epsom Salts.....	1 00	23 50
1 oz.	Calomel.....		0 50
½ oz.	Ipecac.....		0 50
1 oz.	Rhubarb.....		0 50
½ "	Tartar Emetic.....		0 50
2 doz.	Opium Pills.....	1 00	3 00
2 oz.	Basilicon.....	1 00	2 00
3 Basil	Menro Books	2 00	6 00

		\$	c.
1/2 doz. Black Ink Powders.....	6 00		2 00
1/2 ream Th. Ruled Paper 4 to post.....	20 00	10	00
1/2 " " "	20 00	10	00
1/5 " Demy Cartridge.....			4 00
1/4 " Blotting.....			2 00
1/4 Cent Slate Pencils			1 00
1 large Slate.....			1 50
6 galls. Rum.....	8 00	48	00
1 " Brandy.....		10	00
39 yds. Printed Cotton	0 50	19	50
4 Blank Books, 8 quire.....	2 00	8	00
3 packages Envelopes	1 00	3	00
2 " "		2	00
3 Blank Memo Books.....	1 00	3	00
6 Black Lead Pencils	0 50	3	00
1 box " Points.....		1	00
17 large Elk Skins.....	8 00	136	00
6 Chevreuil "	3 00	18	00
15 Antelope "		45	00
12 Sheep "		36	00
3 Prime Buffalo Robes.....	12 00	36	00
11 Maple Chairs.....	8 00	88	00
3 Arm "	10 00	30	00
9 Tables	10 00	90	00
1 Sofa.....		15	00
3 Wash Stands.....	10 00	30	00
4 Table Covers.....	10 00	40	00
2 Guns.....	20 00	40	00
1 Seine Net.....		40	00
1 Provision Basket.....		20	00
14 Tin Milk Pans.....	2 50	35	00
1 Block Tin Tea pot.....		5	00
1 B M "		5	00
6 Oval " Pans	2 50	15	00
3 Brass Candlesticks		7	50
1 Set " Moulds		6	00
3 Tin Kettles, wrought iron.....	10 00	30	00

	\$	c.
1 Coffee Mill.....		5 00
2 Frying Pans..... 4 00		8 00
1 Gridiron.....		4 00
1 Metal Pot, 2 galls.....		5 00
9 Tin Kettles..... 3 00		27 00
4 Camp Ovens..... 6 00		24 00
1 Iron Ladle.....		1 00
1 pair Brass Andirons.....		25 00
1 set Fire Irons.....		10 00
2 pair Waggon Wheels with axles.....		100 00
45 Seamless Bags.....		45 00
1 Harrow, complete.....		40 00
1 Set Teeth, 41 lbs.....		30 00
3 Grass Scythes with handles..... 5 00		15 00
1 Ebony Ruler, 2½ feet.....		3 00
1 Cut Glass Inkstand.....		3 00
1 Leather Tent, 10 skins.....		50 00
2 Sheeting Tents..... 2 00		40 00
5 Large Casks..... 3 00		15 00
10 Small..... 2 00		20 00
2 pr. Steelyards, 250 lbs..... 12 00		24 00
2 Spring Balances..... 4 00		8 00
7 Large Axes..... 3 00		21 00
2 Small " R. H.....		6 00
2 Claw..... 2 50		5 00
2 Grindstones..... 15 00		30 00
2 Trying Planes.....		8 00
1 Jack ".....		3 00
2 Hand "..... 3 00		6 00
3 Chisels, firmers..... 1 00		3 00
2 Steel Squares..... 2 00		4 00
7 Augers..... 2 00		14 00
2 Gouges..... 1 00		2 00
6 Gimblets..... 0 50		3 00
2 Pit Saws, complete..... 20 00		40 00
3 Cross-Cut..... 15 00		45 00
4 Garden Spades..... 3 50		14 00

		\$	c.
4 Wall Pieces, Guns.....	30 00	120	00
3 Muskets.....	20 00	60	00
3 Garden Hoes.....	3 00	9	00
1 Field ".....		3	00
1 Ball Mould for wall pieces.....		2	00
7 Cut Glass Tumblers.....	1 00	7	00
5 Wines.....		5	00
17 Cups and Saucers.....	0 50	8	50
5 Oval Dishes.....	4 00	20	00
1 Soup Tureen.....		10	00
31 E. W. Plates.....	50 00	15	50
11 Soup Plates.....	0 50	5	50
2 Vegetable Dishes with covers.....	5 00	10	00
12 B. M. Spoons.....	0 25	3	00
15 pr. Knives and Forks.....	0 50	7	50
1 " Carvers.....		3	00
2 Table Cloths, Linen.....	5 00	10	00
1 Eagle Plough.....		50	00
1 Large Brass Kettle.....		8	00
16 Beaver Traps.....	8 00	128	00
18 Log Chains.....	4 00	72	00
1 Coil of Rope, 40 fms.....		25	00
1 " " 120 " 4 in.....		420	00
6 Ox Hides.....	5 00	30	00
210 bushels Potatoes.....	1 50	315	00
48 " Corn.....	2 50	120	00
2 casks Salt Beef, 400lbs.....	20 00	80	00
250 Dry Salmon.....	0 25	62	50
60 lbs. Dried Beef.....	0 25	15	00
150 lbs. Candles.....	0 25	37	50
200 lbs. Tallow.....	0 20	40	00
15 bush. Wheat.....	3 00	45	00
18 " Peas.....	2 50	45	00
10 Tons Hay.....	30 00	300	00
70 lbs. Pack Cord.....	0 50	35	00
1 Neck and Handle for Pit-saw.....		10	00
1 Cruet Stand.....		15	00

	\$	c.
1 Cut Glass Saltcellar.....	3	00
1 pr. Polished Steel Snuffers.....	2	00
8 Bedsteads.....10 00	80	00
1 Sideboard.....	15	00
1 Kendall's Churn.....	20	00
Firewood.....	150	00
1 Set Scales and Weights.....	15	00
1 Copper Portable Powder Magazine.....	25	00
2 Iron Cannons.....250 00	500	00
1 E. W. Jug, 2 quarts.....	4	00
1 " " 1 pint.....	2	00
2 Branding Irons.....6 00	12	00
66 Pack Saddles.....10 00	660	00
130 Parfliches.....5 00	650	00
89 Buffalo Appichimons.....5 00	445	00
2 pr. Saddlebags.....10 00	20	00
77 Horses.....100 00	7700	00
5 Cows.....60 00	300	00
3 Beef Oxen.....100 00	300	00
2 Calves.....10 00	20	00
1 Powder Horn.....	2	00
2 Cabresses.....4 00	8	00
1 Drawing Knife.....	2	00
1 Waggon, complete.....	150	00
1 set Harness.....	50	00
1 Cart.....	50	00
36 Hair Ropes.....0 50	18	00
1 Large Wooden Canoe.....	20	00
5 Badgers.....1 50	20	00
18 Large Black Bear Skins.....25 00	450	00
5 Cub " " ".....5 00	25	00
24 Large Brown Bear Skins.....12 00	288	00
4 Cub " " ".....5 00	20	00
3 Large Grisly " " ".....7 50	22	50
74 Beavers.....2 00	148	00
2 Red Foxes.....2 50	5	00
2 Cross Foxes' Skins.....7 50	15	00

		\$	c.
3 Lynx.....	2 50	7	50
13 Land Otter.....	6 25	81	25
2 Wolves.....	2 00	4	00
5 Raccoons.....	0 50	2	50
3 Minks.....	2 00	6	00
40 Bur seed Beads.....	1 50	60	00
12 Caps, 2 cloth.....	4 50	54	00
Grand Total.....		\$37,275	62

Valuation of Buildings, &c., as follows :

3 Dwelling Houses.....	\$9000.00
2 Ranges of Store.....	8000.00
2 Bastions.....	2000.00
Fort Wall, 12 ft. high, 1½ ft. thick, 113 ft. × 113 ft., stone foundation.	6000.00
Horse Park.....	500.00
Stable and Dairy with rails.....	2000.00
10 m. Rails.....	500.00
Root house and Pigstye.....	750.00
Powder Magazine, Poultry house.....	1500.00
	\$30250.00
	\$67525.62

TERRITORY OF WASHINGTON, } S. S.:
Clarke County. }

Personally appeared before me, an Associate Justice of the Supreme Court, and Judge of the 1st Judicial District, in and for the Territory of Washington, James Sinclair and William Charles, each of whom, being duly sworn, depose and say that the foregoing is a true and faithful exhibit of the goods, merchandize and other property belonging to the Hon. Hudson's Bay Company, which was abandoned by them at Fort Walla-Walla, in said Territory on the 16th Oct., 1855, by order of Mr. Nathan Olney, Indian Agent, on account of Indian difficulties; and further deponents say not.

JAMES SINCLAIR.
WM. CHARLES.

Subscribed and sworn before me at
Vancouver, this 22nd March, 1856.

O. B. McFADDEN, Judge.

TERRITORY OF WASHINGTON,
Clarke County.

I, John D. B. Biles, Clerk of the District Court in and for the 1st Judicial District in said Territory, do hereby certify that Hon. O. B. McFadden, before whom the foregoing affidavits of James Sinclair and William Charles were made, was at the time and now is duly commissioned by the United States, an Associate Justice of the Supreme Court in and for said Territory, duly qualified to administer Oaths, and that his signature thereto is genuine.

In witness whereof, I have hereto set my hand and affixed the seal of the said District Court this 22nd March, 1856.

Seal.

D. BILES, Clerk.

C. 12.

(George Gibbs, Esq., to P. S. Ogden, Esq.)

(Duplicate.)

COLLECTOR'S OFFICE, PORT OF ASTORIA,
March 1st, 1850.

SIR,—In the absence of General Adair, who has been called by urgent business to San Francisco, I have the honor to acknowledge your letter to him of February 9th, received this day, and the enclosed invoice and draft.

The tariff act of August 30th, 1842, s. 16, directs that in all cases where there is or shall be imposed any *ad valorem* rate of duty, on any goods, wares, or merchandise, imported into the United States, &c., there shall be added to the value or price at the time and in the country when and where purchased, all costs and charges except insurance, and including in every case charges for commissions at the usual rates, as the true value at the port where the same may be entered, upon which duties shall be assessed. The act of July 30th, 1846, the (present tariff laws) s. 8, leaves this the existing rule.

By reference to the invoice, a copy of which you have sent, you

will perceive that you have calculated the duties on the prime cost, exclusive of all charges, being upon £147 16s. instead of £168 14s.

As this error may make some difference in your intentions respecting the withdrawal of the goods for consumption, I think proper not to present the draft until I hear from you again. Should you desire to use the goods, you will please forward a draft for the deficiency.

The barque "Victory," Capt. Ryan, from Victoria, consigned to your establishment, has arrived this day, and I shall grant her a permit to proceed up the river, on the understanding that all goods on board belonging to the Company are to be considered as in the custody and possession of the Collector, until the duties are ascertained and paid according to law. Should an Inspector be placed on board of her, it is expected that his fees of three dollars per diem, be paid by the Company, in case he should be detained more than fifteen days from the date of the permit granted before the vessel is fully discharged. The propriety of this exaction you will see, as the government cannot themselves be expected to pay for privileges extended to importers, and the time specified is that limited by law for making entry.

A form of the entry required is herewith enclosed. You will be good enough to sign the owner's oath endorsed, and make return of this and of the invoice as early as possible. Should no inspector accompany the vessel up, it would be satisfactory if Mr. John F. Noble, who is in the quarter-master's employ, would inspect the cargo and make return. In that case he will be paid by this office the legal fees per diem and for marking each package.

I have the honor to be,

Your obedient servant,

GEORGE GIBBS,
Deputy Collector.

P. S. Ogden, Esq.

Postscript.

March 10th, 1850.

SIR,—No opportunity having hitherto offered to send you duplicate of the above, I now do so through Mr. Holbrook, the U. S. District Attorney, or Mr. Elbin R. Dorr, late U. S. Consul at Val-

paraiso, both of whom have just arrived on the Toulon, and whom I take the liberty of recommending to the acquaintance of the gentlemen of the H. B. Company.

Judge Pratt having arrived, you will do me the favor to make oath before him or some other authorized magistrate to the truth of the entry. I feel obliged to inform you that hereafter all entries of merchandise imported by the Company must be made and the duties paid thereon at this office, before the vessel is allowed to proceed up the river, as the responsibility incurred by the Collector may not be approved at the seat of government. All facilities in his power will however be rendered to prevent delay. As the oath must be made by the owner, or, in his absence, by the Captain or agent on the spot, and the owner's oath thereafter furnished, it will be expedient that more formal manifests and invoices be furnished, before sailing from their port of clearance, than the "Victory" brought with her.

In relation to the schooner "Prince of Wales," I am also obliged to inform you that she must forthwith obtain a permit from this office for the navigation of the river, and prove her character and ownership according to law, and that hereafter she cannot be employed in any other than the actual service of the Company, as defined in the Second Article of the Treaty of Oregon, nor be allowed to navigate the Wallamet river. The instructions to this office and the requirements of law are on these subjects definite.

I have the honor to be, &c.,

GEORGE GIBBS,

Deputy Collector.

P. G. Ogden, Esq.

C. 12a.

(Reply.)

FORT VANCOUVER, 25th March, 1850.

SIR,—I have the honor to acknowledge the receipt of your letter (Duplicate) received last evening, and have, from the nature of its contents, to regret it had not reached me at an earlier date or prior to the departure of Governor Colville for Canada, and also to have enabled me to forward copies to Governor Douglas at Victo-

ria, Vancouver's Island, to meet in regard to the different forms requisite at the Port of entry to enable our ships to proceed up the river without meeting with any detention, and shall dispatch an express to the latter place without delay, with a request that all the documents required shall be duly forwarded, but I seriously apprehend too late, as our ship would have taken her departure for the river before my Express can reach Victoria. Under these particular circumstances, I trust the Collector will extend to us the same privilege he has already done with our ships, when I trust all the different forms, as required by the United States Government, will be duly performed, and we feel no wish to cause any derangement in your official rules and regulations which we can possibly avoid; and I have also to state, in the name of the Company, I shall consider myself responsible for all duties due until paid to the Collector, and shall forward the same at my risk and expense. There appears to be an error in regard to the invoice forwarded to you as to the amount of the prints; in your statement it appears the amount is £168, and by our books, deducting insurance, the amount is £162 14s. The error may have originated in the copy of the invoice forwarded.

I now enclose to you an order on Edward Spencer in charge of our establishment at Astoria, an additional to the first forwarded, amounting to eighteen dollars and two and a-half cents, which on presentation will be duly honored. I enclose also to you, in behalf of the Company, our protest on the payment of duties, which I consider my duty, until I receive a reply from our agents in London.

In reference to the "Prince of Wales" and the prohibition attached to her taking freight, I shall also under protest and damages we shall sustain thereby, and in the interim strictly adhere to your regulations, until I receive further instructions from our agents in London. The second article of the Oregon Treaty, which you refer me to, explicitly states that "free access to and through the said river or rivers;" from this I infer that no prohibition is understood to exist in reference to our navigating the Wallumette, and further the said Treaty expressly states in the 3rd article: "The possessory rights of the Hudson's Bay Company, and of all British subjects of lands or other property lawfully acquired within the said Territory shall be respected." By your prohibition, I am

debarred from proceeding with the Hudson's Bay Company's schooner with our goods to Oregon City. I suggest to you in my opinion is also contrary to the spirit and letter of the said Treaty. Permit me here to remark that it appears to me strange that the Hudson's Bay Company's schooner "Prince of Wales" should not be permitted to navigate the waters of the Willamette river, while French ships are allowed the privilege of navigating the said river; and from what I can understand no prohibition is attached to them, nor any treaty to my knowledge existing between France and America that gives them a right to navigate the Willamette.

The "Prince of Wales" is at present absent; and as I presume it is necessary to obtain a Permit that her tonnage and measurement should be duly forwarded to enable you to make it out, and her absence prevents me from obtaining the measurements, I must therefore request your indulgence until next opportunity, of which I shall avail myself to forward you all the information to enable you to grant us a Permit.

I am, Sir,

Your obedient servant,

PETER SKEEN OGDEN.

To the Deputy Collector of Customs,
Astoria, Oregon Territory.

C. 13.

(*Wm. Strong, Esq., to P. S. Ogden, Esq.*)

ASTORIA, August 16th, 1850.

MY DEAR SIR,—On my arrival at this place, the master of your Company's schooner "Prince of Wales" informed me that you had directed him to call on me and tender the services of the schooner to transport our freight to Fort Vancouver, leaving the terms to be settled by you on our arrival at Vancouver.

I had accepted the offer and intended to transfer my effects from the "Falmouth" this morning, but I am informed that the Deputy Collector has sent a notice to the master of the schooner threatening to revoke her license if she takes our things on board.

* I am ignorant of any authority and leave he has for such a course, and shall ask from him an explanation. Perhaps the

matter will be satisfactorily arranged when I see your agent here this evening. He is now on the north side of the river, but is expected here.

I am unwilling to involve you or your Company in any trouble on my account, while I fully appreciate such courtesy as I doubt not you intended.

Though personally a stranger, the reports I have received of the uniform courtesy extended by your Company to citizens and officers of the United States, makes me unwilling to seem to disregard them.

I am, very respectfully,
Your obedient servant,

WILLIAM STRONG.

P. S. Ogden, Esq.

C 14,

COLLECTOR'S OFFICE,
Port of Astoria.

To the Master of the Schooner, "Prince of Wales."

The Collector of the Port of Astoria, being informed that the Master of the Hudson's Bay Company's Schooner, "Prince of Wales," has offered to take freight from Astoria or Fort George, to Fort Vancouver, or elsewhere, informs the said Master, that the carrying of any freight from one point or place on the Columbia River or any point within this district to another, except in the service of said Company, will forfeit the license of said vessel, and subject the same to forfeiture.

JOHN ADAIR, Collector.
Signed by GEORGE GIBBS,
Deputy Collector.

Dated at Astoria,
This 15th day of August, 1850.

C 15.

(*Mr. Addington to Sir J. Pelly.*)

FOREIGN OFFICE,
May 8th, 1852.

SIR,—With reference to your letter of the 18th November, 1850, respecting the proceedings of the United States Custom House

Officers in Oregon towards the Hudson's Bay Company's vessel the "Prince of Wales," I am directed by the Earl of Malmesbury to transmit to you a copy of a letter which the Secretary of State of the United States has addressed to Mr. Crampton, stating that orders have been given to those Officers which it is presumed will effectually stay any further improper interference on their parts in the trading pursuits of the Hudson's Bay Company.

I am, Sir,

Your most obedient humble servant,

H. N. ADDINGTON.

SIR JOHN PELLY, BART.

(*Enclosure.*)

DEPARTMENT OF STATE,

April 8th, 1852.

SIR,—Your communication of the 17th February last, relative to the case of the British schooner "Prince of Wales," and other vexatious interference on the part of the American authorities with the trading pursuits of the H. B. Company in Oregon, was, immediately upon its receipt, submitted to the consideration of the Secretary of the Treasury. From his reply, it appears that previous to the notice which was given to the master of the schooner "Prince of Wales," and against which complaint is made, that vessel had been required by the collector at Astoria to give bonds to engage in no other business than that of the Hudson's Bay Company. It was under these circumstances, therefore, and after Mr. Ogden, the Chief Factor of the H. B. Company, had directed the vessel in question to take some American officers and their baggage from Astoria to Fort Vancouver, that the Collector, misapprehending the law on the subject, gave the orders to which exception has been taken. I am happy to be able to add, however, that it further appears, from the Secretary's reply, above alluded to, that the Collector has been instructed carefully to concede to British subjects the full rights and privileges secured to them by the Treaty of Limits of 10th June, 1846. These instructions, it is presumed, will effectually prevent in future any improper interference on the part of the Officers of the United States in the trading pursuits of the Hudson's Bay Company.

I avail, &c., &c.,

DANIEL WEBSTER.

D 1.

(*J. H. Pelly, Esq., to Lord Palmerston.*)

HUDSON'S BAY HOUSE,

April 17th, 1848.

MY LORD,—By the 4th article of the Treaty between Her Majesty and the United States of America, for the settlement of the Oregon boundary, it is provided 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. 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 Government should signify a desire to obtain possession of the whole, or of 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.”

Hitherto the Government of the United States have not signified any desire to obtain possession of the property in question, which is rapidly increasing in value, and it is very desirable that some understanding should be come to on this point. I take the liberty as agent for the Puget’s Sound Company, to request that your Lordship will be pleased to intimate to that Government the readiness of the Company to carry out, so far as it depends upon them, the above mentioned article of the Treaty.

I beg leave at the same time to draw your Lordship’s attention to the subject of the Hudson’s Bay Company’s possessions south of latitude 49°. These possessions, which comprise some of the most valuable portions of the territory, both in a commercial and agricultural point of view, are guaranteed to them, under the third article of the Treaty, as the navigation of the Columbia is under the second. Such privileges in the hands of a foreign chartered Company can hardly fail to be distasteful—not to use a stronger term—to the American Government, and it is certain that they have excited the jealousy and ill-will of the American citizens settled in the Oregon territory—feelings which I fear must be regarded as likely to become more inveterate and uncontrollable as the population increases, and which may lead to difficulties

between the two countries. After giving to this subject all the consideration which its importance deserves, I am prepared on behalf of the Hudson's Bay Company, to express their willingness to dispose of all their lands, buildings, live-stock, and other property of every description, together with any rights or privileges attached thereto, should the American Government be disposed to purchase the same.

I have the honor to be, &c.,

J. H. PELLY.

The Right Hon.

VISCOUNT PALMERSTON.

D 2.

(*P. S. Ogden, Esq., to Sir G. Simpson*)

VANCOUVER, *August 25th, 1850.*

SIR GEORGE SIMPSON.

SIR,—The enclosed documents I now forward you will explain themselves. Owing to the stupidity of Maxwell, he has not forwarded me the originals. From the tenor of Judge Strong's letter, he appears not to take the same view as the deputy collector Mr. Gibbs. The collector himself, who was present on the occasion, took no active part in the affair, although at the same time concurring at it. By this mode of proceeding, should the case be decided against the deputy, he will not be responsible for the act of his subordinate, and by this means will escape all censure and loss. Neither the collector nor Gibbs would have prevented the "Prince of Wales" from taking freight, did it not prove injurious to their own private interest, for within the last month they have a small steamer of about fifty tons plying between this place, Oregon City and Astoria, and their sole object is to monopolize the whole transport; the officers of the customs being shareholders, accounts for the severe measures they have again adopted. It would be most satisfactory I should receive your opinion on this subject, for should it be decided against us, it will prove most injurious to our interests; for while such restrictions are enforced we can neither dispose nor avail ourselves of the services of "Prince of Wales."

With the exception of being owned by British subjects, she is

entirely built of Oregon lumber, and the deputy collector stated to me, that the placing of an American citizen in command of her would not alter her character, for if she attempted to take passengers or freight, he would seize her. If the new navigation laws are in force in the U. S., they should certainly be extended to this quarter also. I shall for the present, and until I hear from you, take no farther measures in regard to this unpleasant affair. Judge Strong, Gen. Hamilton, and Gov. Gaines, are shortly to pay a visit here, when I shall introduce the subject, and obtain their opinions, and though I have not consulted (nor do I intend to for the present), the opinion of the most eminent lawyer has gone so far as to say the deputy collector has, by this measure he has lately adopted, far exceeded the powers vested in him.* * * I am now on the eve of despatching 120 mares with their followers to Thompson's river. The yearly demands from New Caledonia are increasing, and the great demand for horses at Walla-Walla for the mines, and the high prices now demanded by the natives, has induced me to adopt the measure, and if any care is taken with the stock already on hand, they should more than supply the demand of the interior, and in after years a lucrative trade could be established with the Oregonians.

Very respectfully yours,

PETER SKEEN OGDEN,
C. F. H. B. Co.

D 5.

(Lord Lyons to A. G. Dallas, Esq.)

WASHINGTON, June 18th, 1860.

A. G. DALLAS, ESQ.

SIR,—With reference to that part of your letter of the 10th ultimo, which relates to the aggressions made by the United States authorities on the property of the Hudson's Bay Company at Fort Vancouver, I have the honor to inform you that, in obedience to the instructions of Her Majesty's Government, I addressed to the United States Secretary of State on the 25th ultimo, a note remonstrating against those aggressions.

In that note I enclosed copies of Mr. Wark's letter to General Harney of the 1st March, of Captain Pleasanton's answer of the

3rd March, and of Captain Ingalls' letter to Mr. Wark of the 5th March.

Copies of these letters had been sent to me by Her Majesty's principal Secretary of State for Foreign Affairs, to whom they had been communicated by the Hudson's Bay Company in London.

In a letter addressed to the Foreign Office on the 21st ultimo (of which also a copy has been sent to me), the Company state that they will be greatly obliged if Her Majesty's Government will make one more representation to the Government of the United States, upon the understanding that if such further application should not be attended with success, the Company would then, with the approbation of Her Majesty's Government, withdraw from all their property in American territory, and seek compensation from the United States Government for the loss they might sustain in so doing.

I perceive, however, by your letter to General Harney of the 10th ultimo, of which you have been so good as to send me a copy, that you have already announced to the American authorities that it is the intention of the Company to vacate that part of the property in question, which is situated at Fort Vancouver, so soon as the necessary arrangements can be made.

The enclosed copy of a note,* which I have received in answer to the remonstrances mentioned at the beginning of this despatch, will show you that I am assured by the United States Secretary of State, that the commander of the Military Division of Oregon has 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 that, should any loss have been sustained in consequence of the Military Orders issued by him, the Government of the United States will cheerfully make reasonable compensation upon proper proof.

Since I took charge of this legation more than a year ago, I have been unremitting in my endeavors to obtain from the Government of the United States a just and final settlement of the questions arising out of the rights secured to the Hudson's Bay and Puget's Sound Companies.

By the Treaty of 1846, from the terms of the note of which I

* From Gen. Cass, June 7th 1860.

have sent you a copy herewith, and from conversations I have held since I received it, with the United States Secretary of State, I am more hopeful than I have been at any previous time, though the recollection of former disappointments prevents my feeling even now very confident. In answer to your inquiry whether further communications from you will be acceptable to me, I can only say that it must always be of advantage to me to be in possession of the latest intelligence regarding all matters affecting the rights of the Hudson's Bay Company under the Treaty of 1846, and that I beg you to accept my best thanks for your obliging offer to write to me. I must only ask you to excuse me, if I should sometimes appear dilatory in acting upon information sent by you, as it may be necessary for me to wait to ascertain that any step which I may desire to take, will not clash with arrangements which may have been agreed upon by the Foreign Office and the Company in England.

I have the honor to be, &c.,

LYONS.

D 6.

(*E. Hammond Esq., to John Shepherd, Esq.*)

FOREIGN OFFICE,
February 25th, 1858.

SIR,—I am directed by the Earl of Clarendon to acquaint you that on the 5th instant, Lord Napier, Her Majesty's Minister at Washington, addressed to the Secretary of State, of the United States, calling his attention to the continued encroachments of the United States military authorities at Fort Vancouver, on the property of the Hudson's Bay Company, as reported in your letter of 22nd Decr. last. Lord Napier, after recapitulating the complaints of the Company, and the arguments of the military authorities in vindication of their alleged encroachments, concluded his note by expressing a hope that the Government of the United States would see the necessity of bringing the whole subject of the claims of the Company under a liberal and dispassionate investigation, either by means of arbitration by a third party, or by direct inquiry into the value of the Company's possessions, or, if the Government of the United

States should decline to entertain the question of purchase, by sanctioning measures for the definition and defence of the property of the Company.

I am, &c.,

E. HAMMOND.

JOHN SHEPHERD, Esq.,
&c., &c., &c.,
Hudson's Bay Company.

D 7.

(*P. S. Ogden Esq., to Hon. J. B. Preston.*)

FORT VANCOUVER,
May 23rd, 1853.

SIR,—Learning that Revd. A. M. Blanchet, Bishop of Nisqually, has filed in the office of the Surveyor General a claim for a section of land, embracing the present site of Fort Vancouver, as a missionary station among the Indian tribes in the territory of Washington, called the Mission of St. James, I have the honor to notify you that no such Mission ever existed at this place; but that on the contrary, the Catholic Church here has been sustained in part by the Hudson's Bay Company for their servants, and its clergy have resided here at the sufferance only, and by the permission of the Company, and have always been paid by the Company five hundred dollars per annum.

The idea of its being a missionary station is as novel as it is absurd, and has never been entertained, in my belief, by the claimants even, until the filing of the notice. The section has been used ever since it was settled for purposes entirely different, and the Catholic Church has only been an incident and subordinate part of its occupation.

I therefore protest against the claim made as false and unfounded so far as it covers more than the church property only, at Vancouver, which is occupied by the church and priest's house; and indeed these buildings belong to the Hudson's Bay Company, and have always been their property.

At such time as may be proper I will produce testimony to contradict and overthrow the pretence made by the Rev. A. M.

Blanchet, to whom I have no objection that you should communicate the contents of this letter.

I remain, &c.,

PETER SKEEN OGDEN.

HON. JOHN B. PRESTON,
Surveyor General of Oregon,
Oregon City.

D 8.

EXTRACT of a letter from Chief Trader James A. Grahame, to Thos. Fraser, Esq., dated Vancouver, Washington Territory, 5th August, 1859.

“The publication of the newspaper extracts, enclosed in my letter of the 22nd ult., has ignited a fire of fillibusterism which, both at this place and all our establishments south of 49°, we will have some trouble to extinguish. Parties have laid claim to our fields, notified me of their intention to put up fences of their own, and requested me to sell our fences to them, as they can be of no farther use to us. I have threatened them with prosecution, and so far they have done nothing, but will, I fear, soon commence operating, as the public sentiment is in their favor, and a trial by jury would give them a verdict against us.”

D 9.

(*Gov. Berens to Lord John Russell.*)

HUDSON'S BAY HOUSE,
March 19th, 1860.

MY LORD,—On the 3rd of February, I had the honor of addressing a letter to your lordship, in which I called attention to the continued aggressions of the United States authorities on the possessory rights in Oregon, secured to the Hudson's Bay Company, by the 3rd Article of the Treaty of 1846, and ventured to appeal for the protection of Her Majesty's Government against the continuance of such aggressions.

The particular aggression of which I had at that time to complain was a claim set up by the Roman Catholic Mission of Washington

Territory to the site of Fort Vancouver, and a large portion of the adjoining land—a Territory which has for upwards of forty years been in the undisputed possession of this Company.

I think it necessary to trouble your Lordship once more on the subject of this unjustifiable proceeding, because it appears from a communication recently received from Mr. Grahame, our Agent at Fort Vancouver, that the Catholic Mission now profess to have obtained the recognition of their claims by the land office at the seat of government at Washington, and were preparing to enforce them by instituting actions of ejection against the occupants of the property, including the Hudson's Bay Company.

In communicating this fact, Mr. Grahame mentions, privately, that rumors were afloat implicating parties in the land office, as to the manner in which the Mission were enabled to obtain a semblance of title to the Company's lands, and add, that however bad these assumed titles might in reality be, the military authorities were disposed and prepared to acknowledge them.

In these circumstances, I feel it incumbent on me, as representing the interests of the Hudson's Bay Company, respectfully, but urgently, to impress your Lordship with the necessity of the immediate interference of Her Majesty's Government to prevent this Company from being despoiled of the possessions secured to them under the provisions of the Treaty of 1846.

I have, &c.,

H. H. BERENS, Gov.

The Right Honble
LORD JOHN RUSSELL,
&c., &c., &c.

D 10.

(J. A. Grahame, Esq. to T. Fraser, Esq.)

FORT VANCOUVER, W. T.

26th March, 1860.

SIR,—Since my return to this place last evening, I find that the threats mentioned in my letter of the 19th inst., have been carried into execution, and one of our outhouses torn down over the head

of one of our employés and burnt, while our fences have been moved back towards our pickets a considerable distance.

I have detailed all these facts to Sir George Simpson and Mr. Dallas, and suggested to the latter that it would be better for us to retire north of 49° at once rather than remain here on sufferance, to be carved to pieces according to the arbitrary caprice of General Harney or any other official; and I feel fully convinced that even were we to do so, entering a protest and filing a claim for damages, our position prospectively as regards remuneration, would be much ameliorated from it than it is at present. Such is my opinion, and I have submitted it with all due deference, having an eye to the Company's interests alone in doing so, while I do not attempt to hide the fact that my position here is becoming more irksome, trying and unprofitable every day.

Enclosing duplicates of my letters of 20th ultimo, and with reference to the accompanying documents, I have only to add at present that I shall demand of General Harney a copy of the authority by which he has been guided, if he really has any whatever, and am, &c.,

JAS. A. GRAHAME.

THOS. FRASER, Esq.,
Secretary.

D II.

(*Hon. E. Ellice to Lord John Russell.*)

HUDSON'S BAY HOUSE,
London, May 17th, 1860.

MY LORD,—With reference to the letter which I had the honor of addressing to your Lordship, on the 3rd instant, in which I called your attention to the aggressions made by General Harney and the military authorities of the United States Government, on the property within the Oregon Territory belonging to this Company, I regret to be under the necessity of again troubling you on the same subject.

I beg to hand you, herewith, copy of a letter just received from the Company's Superintendent at Fort Vancouver, and of the correspondence which accompanied it, from which your lordship will

observe that forcible possession has been taken by the military authorities acting under the orders of General Harney, of some of the buildings and property belonging to this Company, and that it is probable the same course will be adopted with regard to the remainder.

Your Lordship will observe that our Superintendent suggests that this Company should abandon all their possessions south of the 49th parallel, rather than be subjected to the degradation of being turned out piecemeal; and the directors are disposed to act upon this suggestion, as the best means of avoiding further disputes, possibly of a nature to render a settlement still more difficult, unless your lordship should be of opinion that by so doing, they would in any way weaken the representations which Her Majesty's Government may have made to the United States Government upon the subject.

Of course if this Company is forced by the proceedings of the United States authorities to abandon their establishments in this district, upon which a very large outlay has been made, they must necessarily apply to Her Majesty's Government to enforce their rights to full compensation for the property of which they are deprived.

I trust that your lordship will do the Company the favor to inform me whether they will in any way compromise their claim upon Her Majesty's Government for interference on their behalf by retiring under protest, from the Territory in question, instead of waiting to be driven out of it.

I have, &c.,

EDWD. ELLICE, JR.

The Right Honble
LORD JOHN RUSSELL,
&c., &c., &c.

D 12.

(*Gov. Berens to Lord John Russell.*)

HUDSON'S BAY HOUSE,

May 21st, 1860.

MY LORD,—I have the honor to acknowledge the receipt of Mr. under-Secretary Hammond's letter of the 18th instant, and I beg to

convey the thanks of this Company for the steps which Her Majesty's Government have already taken on their behalf.

With regard to the further measures to be now adopted, I beg to state that this Company will be greatly obliged if Her Majesty's Government will (as suggested by Mr. under-Secretary Hammond's letter) make one more representation to the Government of the United States, upon the understanding that if such further application should not be attended with success, the Company will then, with the approbation of Her Majesty's Government, withdraw from all their property in American Territory, and seek through Her Majesty's Government compensation from the United States for the loss they may sustain in so doing.

I have, &c.,

H. H. BERENS, Govr.

The Right Honble
LORD JOHN RUSSELL,
&c., &c., &c.

D 13.

(*Lord Lyons to Gen. Cass*)

WASHINGTON, May 25th, 1860.

SIR,—It is my duty in obedience to the orders of Her Majesty's Government, once more to call your attention to the question of the rights secured to the Hudson's Bay and Puget Sound Companies by the Treaty signed at Washington on the 15th of June, 1846.

It is to be feared that this question is becoming more critical from day to day. I had on the 14th ultimo the honor to inform the Government of the United States, verbally, that in the opinion of Her Majesty's Government the question was assuming a serious character. Her Majesty's Government have not however as yet received from the Government of the United States any assurances calculated to remove that impression. On the other hand, the accounts which from time to time reach Her Majesty's Government appear to show a settled determination on the part of the officers of the United States in Oregon, to ignore the rights of the Hudson's Bay Company, and to disregard the stipulations of the Treaty of 1846.

Her Majesty's Government have been disappointed that the overtures for the settlement of this question made to the United States Government both by my predecessor and myself have hitherto remained unanswered. They are sure that this delay has not arisen from any indisposition on the part of the Cabinet of Washington to give due weight to the representations of Her Majesty's Government, or to abide by the stipulations of the Treaty, or to satisfy the just claims of a long established association of British merchants, but from some difficulty inherent in the question with which Her Majesty's Government are not acquainted. Her Majesty's Government are far from desiring to press the Cabinet at Washington unduly upon this subject; and they would have been content to wait until it suited the convenience of that Cabinet to bring forward a scheme of settlement, or to enter into a convention for the purpose, were it not abundantly evident that steps are in contemplation on the part of the United States authorities in Washington Territory, which if allowed to be carried into effect, will amount to a confiscation of the property of the Hudson's Bay Company.

A spoliation so unjust and unprovoked, one in which the rights of a public Company and the stipulations of a Treaty would be alike disregarded, would meet with the steady and determined resistance of Her Majesty's Government. But H. M. Government are so well convinced of the respect for private rights, and of the regard for international obligation which animate the Cabinet of Washington, that they cannot permit themselves to believe that any such measure would be sanctioned by that Cabinet. The case, however, admits of no delay. The accompanying papers show beyond a doubt the character of the measure in contemplation; and I am accordingly instructed by Her Majesty's principal Secretary of State for Foreign Affairs to call upon the Government of the United States to arrest the proceedings of their authorities in Oregon Territory, and to protect the rights of the Hudson's Bay Company as secured by the Treaty of 1846.

I am also directed to say that it would, in the opinion of H. M. Government serve no good purpose to settle the question of San Juan, unless this matter of the Hudson's Bay Company were settled at the same time. The British Government desire to see the stipulations of the Treaty of 1846 faithfully carried into effect, and they

object equally to a direct or an indirect violation of its provisions.

I have, &c.,

LYONS.

D 14.

(*Gov. Berens to Lord John Russell.*)

HUDSON'S BAY HOUSE,
July 17th, 1860.

MY LORD,—I have the honor of transmitting herewith a copy of a further correspondence which has taken place between Mr. Dallas, the principal representative of the Hudson's Bay Company on the west coast of North America, and General Harney, on the subject of the continued aggressions of the United States military authorities on the possessions secured to the Company under the Treaty of 1846.

Finding that General Harney had formally and officially intimated that he no longer recognized the rights of the Company to the lands in question, and that it was due to his courtesy alone that the Company's officers were allowed to stay at Vancouver at all, Mr. Dallas felt himself compelled to announce to General Harney that he considered it useless to attempt any further resistance, and that he was therefore preparing to vacate Fort Vancouver, and to retire from the United States Territory. He at the same time protested against the acts of the Government of the United States, whom he held responsible for any damages the Company might sustain in consequence of their proceedings.

When Mr. Ellice, the Deputy Governor, last felt it his duty to call your Lordship's attention to the subject of the injuries committed by the United States authorities on the Company's property in Oregon, Mr. Hammond, by your Lordship's directions, suggested that it might be advisable for the Company, before taking the decisive step of withdrawing from the country, to await the result of one more representation on the subject, which your Lordship proposed to make to the United States Government. The Directors of the Company readily acceded to your Lordship's suggestion, and directions were at once transmitted to the agents on the spot not to

withdraw without instructions to that effect from home. It now appears that those instructions did not arrive in time to prevent the preliminary step being taken of giving notice to General Harney of our intention to vacate, but I trust they will arrive in ample time to prevent the actual withdrawal at the expiry of the two months' notice. Indeed I have reason to believe that it was Mr. Dallas's intentions so to arrange his movements that before taking the final step he should have time to obtain further instructions from here.

Annexed to Mr. Dallas's correspondence with General Harney, your Lordship will find documents appended showing some of the aggressions complained of.

I have also the honor of enclosing a copy of a letter which Mr. Dallas has considered it his duty to address to Lord Lyons for the purpose of correcting some gross misrepresentations on the subject of the occupation of the Island of San Juan, which have appeared in a correspondence between General Harney and the United States Government, recently published among the papers connected with the affairs of that Island, by order of the Senate of Washington.

I have, &c.,

H. H. BERENS, Govr.

The Right Honble
LORD JOHN RUSSELL,
&c., &c., &c.

D 15.

(Thos. Fraser, Esq., to Lord John Russell.)

HUDSON'S BAY HOUSE,
August 22nd, 1860.

MY LORD,—In the absence of the Governor and Deputy Governor of the H. B. Co., I have the honor to inform your Lordship that by a letter received from the Company's Agent in Washington Territory, (of which I herewith transmit an extract) it appears that, without waiting for final instructions from this country, Mr. Dallas, the principal representative of the Company, has considered it advisable to vacate the Company's establishment at Fort Vancouver. It also appears that after the removal of the

Company's officers the military authorities pulled down and burnt the Salmon Store belonging to the Company, and placed a sentinel in the Fort.

I have, &c.,

THOMAS FRASER, Secy.

The Right Honorable
LORD JOHN RUSSELL,
&c., &c., &c.

D 16.

(A. G. Dallas, Esq., to Lord Lyons.)

VICTORIA, VANCOUVER'S ISLAND.

15th August, 1860.

MY LORD,—I have to acknowledge receipt of your Lordship's communications of 16th, 18th and 26th June, and to thank you for the prompt attention bestowed upon the several matters therein referred to.

Fort Vancouver and the adjoining lands are in the occupation of the United States Government, from whom I have received no communication upon the subject. I understand that several buildings within the Fort have been pulled down since its abandonment by the Hudson's Bay Company.

The following information was obtained by Chief Trader Grahame (recently in charge of Fort Vancouver) during a late visit to the district, and is transmitted for your Lordship's private information. Mr. Grahame, having been permitted to see the letter in question through his intimacy with one of the staff officers at Vancouver, is unwilling that the source of his intelligence should be made public.

Memorandum made at Vancouver by Mr. Grahame on 2nd July, 1860.

"I was permitted the perusal of a letter by Secretary Floyd, (U. S. Secretary of War) to General Harney, declaring that the rights of the H. B. Company in American soil had ended; and while endorsing the course the General had been pursuing towards the Company, the Secretary orders the removal of their improvements from the military reserve at Vancouver."

I beg further to enclose for your Lordship's information, copy of a letter just received from Mr. George Roberts, in charge of the

Puget's Sound Company's farm of Cowlitz in Washington Territory. The intelligence therein conveyed is only a reiterated statement of what the Company has been suffering for years, both at Cowlitz and Nisqually. It is vain to look for redress in the local Courts. The aggressors would probably be themselves on the jury. We are also called upon to produce our title deeds and to prove our existence as a Company, the Treaty with the Federal Government by which we claim our rights being totally ignored. It is now moreover asserted that any rights we might have possessed are extinct. We are sufferers not only by such acts of spoliation as are detailed by Mr. Roberts, but indirectly in a number of ways, readily understood by any one conversant with the state of society and administration of the laws in a border territory—upon a recent occasion Mr. Higgins, the Company's Manager at Nisqually, was attacked and severely injured with a loaded whip, by three ruffians to whom he had rendered himself obnoxious by a futile prosecution for cattle stealing.

There are only two ways by which the affairs of the H. B. Company and the P. S. Co. in American Territory, can be placed upon a satisfactory footing, viz.: either by granting us a clear title with definition of our boundaries and trading rights, or by purchasing us out. For the latter alternative, which would be the more satisfactory of the two, there is provision made in the Treaty of 1846.

Apologising for trespassing so far on your Lordship's time and attention,

I have, &c.,

A. G. DALLAS.

D 17.

(Gov. Berens to Lord John Russell.)

HUDSON'S BAY HOUSE,

February, 7th, 1861.

MY LORD,—In accordance with the recommendation given by your Lordship in the course of the interview with which you were pleased to honor me on Thursday last, I now have the honor of transmitting an Extract from a Report recently issued by the Secretary of the Interior in the United States, from which your Lordship will observe that a fresh aggression is threatened by the

United States Govt. on the rights of the H. B. and Puget's Sound Agricultural Companies on the possessions in Oregon and Washington Territory, secured to them under the Boundary Treaty of 1846, and that in the present instance the attack is the more serious because it proceeds, not from the local authorities in the district, but from the highest Minister of the Department over which he presides.

It will be in your Lordship's recollection that for the last two or three years I have found it necessary from time to time to call the urgent attention of Her Majesty's Government to the series of aggressions committed by the military authorities of Washington Territory on the property belonging to the H. B. Company at Vancouver. Last year those aggressions were brought to a climax by General Harney and the officials acting under his orders, who, under different pretexts (and in defiance of the Company's rights), took forcible possession of houses in the occupation of the Company's servants, appropriated lands in the possession of the Company and in actual cultivation, and ultimately, in answer to the remonstrances of the Company's Agents in that quarter, denied the existence of any rights at all as belonging to the H. B. Company. These violent and unjust proceedings had at length gone to such length, that your Lordship is aware, the Agent of the Company, finding himself powerless to resist them was forced to abandon those possessions and to withdraw to the British Territory.

In the meantime, in answer to my urgent claims for protection against such unwarrantable acts, your Lordship was good enough to make representations on the subject to the United States Government; and under date the 25th June, 1860, Lord Woodhouse communicated to me by your Lordship's direction copies of notes relative to the proceedings of the United States authorities, which had passed between Lord Lyons, Her Majesty's Minister at Washington, and General Cass, the United States Secretary of State. In the note addressed by Lord Lyons to General Cass, under date the 25th May, 1860, his Lordship, after stating that the question was assuming a very serious character, and that the accounts which from time to time reached Her Majesty's Government appeared to show a settled determination on the part of the officers of the United States in Oregon, to ignore the rights of the H. B. Co.

and to disregard the stipulations of the Treaty of 1846, proceeds to say that "a spoliation so unjust and unprovoked, one in which the rights of a public Company, and the stipulations of a treaty would be alike disregarded, would meet with the steady and determined resistance of Her Majesty's Government," and his Lordship added, that "he was instructed by Her Majesty's Principal Secretary of State for Foreign Affairs to call upon the Government of the United States to arrest the proceedings of their authorities in Oregon Territory, and to protect the rights of the Hudson's Bay Company as secured by the Treaty of 1846."

In his reply to this note, dated the 7th June, General Cass expressed the regret of the President at the occurrence of any circumstance which, in the opinion of Her Majesty's Government would serve to impair the faithful execution of any provisions of the Treaty of 1846, declares that the President did not recognize the right of any subordinate of any service to decide upon questions affecting the diplomatic engagements of his Government, and added that "orders had been immediately despatched to the Commander of the military division of Oregon which will prevent effectually any interference with the conditions of the servants of the Hudson's Bay Company until their rights under the Treaty shall be amicably adjusted between the two Governments."

With such an assurance as this, coming from the head of the United States Government, I felt every confidence that the Company would be safe from all further molestation, at all events until the two Governments have agreed among themselves as to the true meaning of the Treaty of 1846, and as to the nature and extent of the rights secured to the two Companies thereunder. It is therefore with unfeigned surprise that I now learn from an official document signed by the Secretary of the Interior, that some months previous to General Cass's letter—namely, in September, 1859—orders had been issued by that functionary "to the Surveyor General to extend the lines of the public surveys over the lands which had been occupied by the servants and employes" of the Hudson's Bay Company, and that "Contracts have since been made for subdividing in the usual manner a considerable portion of those lands;" and this measure is justified on a ground, of which it is hardly necessary for me to point out the futility, that, "on the

“ expiration of the charter of the Hudson’s Bay Company in 1859,
 “ the possessory right of the Company under the 3rd Article of the
 “ Treaty terminated.”

Your Lordship will observe that the Secretary of the Interior also disputes the rights of the Puget’s Sound Agricultural Company to the greater part, if not the whole of the lands which they possess at Nisqually and Cowlitz, and which are specially secured to that Company by the 4th Article of the Treaty of 1846. In this case as the Secretary is unable to maintain that the Puget’s Sound Company has ceased to exist, and is forced to admit that none of the lands are required for military purposes, he founds the right of his Government to take possession of the lands on the fact, real or supposed, that no title would be valid unless it was in the shape of a grant, either direct or indirect from the Crown of Great Britain, and that the Company is bound to show that they possess such a grant. I will not trouble your Lordship at present with arguments to refute this position, but I cannot help calling your Lordship’s attention to the recommendation which he makes to his Government in the following words: “ I recommend that the Surveyor General of Washington Territory, under the supervision of this department, be authorized
 “ by special enactment to decide upon the claims of the Puget’s
 “ Sound Agricultural Company, and if they are entitled to confir-
 “ mation, to determine the location and boundaries of the ‘ lands’
 “ and ‘ farms’ that belonged to the Company, which should be
 “ required within a given period to present its claims for final
 “ action.”

If this recommendation should be acted upon, I conceive that your Lordship will have no difficulty in concluding that it is utterly at variance with the assurance given by General Cass that orders had been given which would effectually prevent any interference with the conditions of the Companies “ until their rights under the Treaty shall be amicably settled between the two Governments.” I consider it my duty to protest against the adoption of this recommendation, as I cannot for one moment allow that any subordinate officer of the United States, such as the Surveyor General of Washington Territory, should be empowered by that Government to decide upon claims which are founded upon the provisions of a Treaty between the two countries, and which are at the present moment the subject of negotiation between the two Governments.

I feel it to be the more necessary that I should dwell upon this point, because although the rights of the Hudson's Bay Company have from time to time been ignored by the local officials, this is the first time that an attempt has been made to dispute those of the Puget's Sound Agricultural Company. Indeed, as far back as the year 1851, the lands in question were surveyed and marked out by the United States Surveyor general, and the surveys were duly lodged and registered in the Land Office of the Territory.

In these circumstances I have considered it my duty, as representing both the H. B. and P. S. A. Companies that I should once more appeal for protection to H. M. Government.

Hitherto the encroachments made from time to time upon the possessions secured to those Companies under the Treaty, have been represented as the mere acts of the local authorities and as unauthorised by the Federal Government. We now find that some at least of the orders proceeded directly from the Secretary of the Interior, and we trust that H. M. Government will see the necessity of putting a stop to the measures, which, in the words of Lord Lyons, "appear to show a settled determination on the part of the officers of the United States, to ignore the rights of the H. B. Co., and to disregard the stipulations of the Treaty of 1846."

I have, &c.,

H. H. BERENS, Govr.

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

The undersigned Counsel, respectively representing the said Companies and the United States, mutually consent that the written and printed papers produced by them may be received by the Honorable the Commissioners as duly proved, without waiver of objections which either party may be entitled to make to the admissibility of such papers as evidence, and reserving, in case an extract or part only of any document have been produced, the right of requiring the production of such document entire.

C. CUSHING,

Of Counsel for U. S.

CHS. D. DAY, of Counsel

for the H. B. & P. S. A. Co's.

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2. "Map of Townships Nos. 9 and 10 North, Range No. 11 west, of the Willamette meridian, in the Territory of Washington," including within it Cape Disappointment, referred to in the testimony of Edward Giddings, page 143, int. 6 and 7, and answers thereto, and attached to his deposition, and marked "D."

DOCUMENTARY EVIDENCE.

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

THE HUDSON'S BAY COMPANY produces in rebuttal, or as referred to in the testimony, the written and printed documents specified in List F; and also those specified in List G produced by the Puget Sound Agricultural Company, except G 2., G 3.

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F 1.

STATE OF OREGON,

DEPARTMENT OF STATE.

To all to whom these presents shall come greeting :

I certify that annexed is a true copy of a memorial to Congress adopted by the Provisional Government of Oregon, the 28th day June, 1845 : the original of which is on file in this department.

In testimony whereof ; I, Samuel E. May, Secretary of State, of the State of Oregon, have hereunto subscribed my name and affixed the seal of said State.

Done at the City of Salem, this sixteenth day of January, A.D., 1867.

SAMUEL E. MAY,

(L.S.)

Secretary of State.

To the Honorable, the Senate and House of Representatives of the United States of America, in Congress assembled.

Your memorialists and petitioners, the Representatives of the people of Oregon, for themselves and in behalf of the citizens of the

United States residing in this territory, would respectfully submit to the consideration of your honorable body some of the grievances under which we labor, and pray your favorable consideration of our petition for their remedies.

Without dilating upon the great importance of this territory as an appendage to the Federal Union, or consuming your valuable time in repeating to you the oft repeated account of our agricultural and commercial advantages, we would with due deference submit to your serious consideration our peculiar difficulties as occupants of this territory. As by treaty stipulations between the Governments of the United States and Great Britain, this territory has become a kind of neutral ground, in the occupancy of which the citizens of the United States and the subjects of Great Britain have equal rights ; and as your memorialists humbly conceive, ought to have equal protection. Such being the facts, the population of the territory though promiscuously interspersed, is composed of the subjects of a crown and the citizens of a Republic between whom no common bond of union exists.

It may naturally be supposed that in the absence of any provisions having been made by the two Governments to prevent or settle any such occurrence, that conflicting interests aided by ancient prejudices would speedily lead to results the most disastrous, particularly when it is considered that this mixed population exists in the midst of numerous and warlike tribes of Indians, to whom the smallest dissensions among the white inhabitants would be the signal to let loose upon their defenceless families all the horrors of savage warfare.

To prevent a calamity so much to be dreaded, the well disposed inhabitants of this territory have found it absolutely necessary to establish a provisional and temporary Government embracing all free male citizens, and whose executive, Legislative, and judicial powers should be equal to all the exigences that may arise among themselves not provided for by the Governments to which they owe allegiance ; and we are most happy to inform your honorable body that, with but few individual exceptions, the utmost harmony and good will has been the result of this, as we conceive, wise and judicious measure ; and the British subjects and American citizens

vie with each other in their obedience and respect to the laws, and in promoting the common good and general welfare of Oregon.

Although such has been the result thus far of our temporary union of interests, though we the citizens of the United States have had no cause to complain, either of exactions or oppression at the hands of the subjects of Great Britain, but on the contrary, it is but just to say their conduct towards us has been most friendly, liberal, and philanthropic, yet we fear a long continuance of the present state of things is not to be expected; our temporary Government being limited in its efficiency and crippled in its powers by the paramount duty we owe to our respective Governments, our revenue being inadequate to its support, and the almost total absence, apart from the Hudson's Bay Company, of the means of defence against the Indians, which recent occurrences lead us to fear entertain hostile feelings towards the people of the United States.

Your memorialists would further inform your honorable body, that while the subjects of Great Britain, through the agency of the Hudson's Bay Company, are amply provided with all the munitions of war and can afford by means of their numerous fortifications ample protection for themselves and their property, the citizens of the United States are scattered over a wide extent of territory without a single place of refuge and within themselves almost entirely destitute of every means of defence.

Your memorialists would further crave your indulgence, to remark that Great Britain has by extending her Criminal Code to this country, guaranteed every British subject claiming his birth-right, a legitimate trial by the laws of his country. We as citizens of the United States, having neither the military protection of our Government nor the extension to us of the civil laws of our country, are forced to the enactment and execution of laws not authorized and for aught we know, never will be sanctioned by our Government.

Your memorialists would further call the attention of your honorable body to the fact that, as citizens of the United States, we labour under the greatest commercial disadvantages. We have neither ships of war nor of commerce, nor any navigation of the rivers of the interior, and for want of adequate protection, no private capitalist among us can establish a successful competition with a wealthy and powerful monopoly possessing all the appliances of

commerce and all the influence over the natives by an early establishment among them. We are therefore dependent for a market for a large and increasing surplus and for nearly all our supplies upon a single company which holds the market under its control.

Your memorialists, with a view to remedy the grievances under which we labor, pray the National Congress :

To establish a Distinct Territorial Government to embrace Oregon and its adjacent sea coasts.

We pray for adequate means of protection from the numerous Indian Tribes which surround us : for the purchase of territories which they are willing to sell, and for agents with authority to regulate intercourse between whites and Indians, and between Indian Tribes.

That donations of lands may be made according to the inducements held out to us by the passage of a Bill through the United States Senate at the second Session of the 27th Congress, entitled " A Bill to authorize the adoption of measures for the occupation and settlement of the Territory of Oregon, for extending certain portions of the laws of the United States over the same, and for other purposes."

That navy yards and marine depôts may be established on the River Columbia and upon Puget Sound, and a naval force adequate to our protection be kept permanently in the adjacent seas.

That a public Mail be established to arrive and depart *monthly* from Oregon City and Independence, and such other local Mail routes be established as are essential to the Willamette Country and other settlements.

We pray for—The establishment of such commercial regulations as may enable us to trade in our own territory at least on an equality with non-resident foreigners.

We pray—That adequate military protection be given to emigrants coming to us, either by the establishment of posts upon the route or by military escort.

And we pray—That in the event you deem it inexpedient as a measure or contrary to the spirit of existing Treaties to establish a Territorial Government in Oregon, that you extend to us, adequate

military and naval protection so as to place us at least upon a par with other occupants of this country.

For the granting of which your memorialists will ever pray &c., &c.

(Signed,)

OSBORNE RUSSELL,

Executive.

PETER G. STEWART,

Executive.

J. W. NESMITH,

Judge of Circuit Court.

M. M. McCARVER,

Speaker.

JESSE APPLGATE,

MEDARD G. FOISY,

W. H. GRAY,

J. M. GARRISON,

ABIJAH HENDRICKS,

DAVID HILL,

H. A. G. LEE,

BARTON LEE,

JOHN McCLURE,

ROBERT NEWELL,

J. W. SMITH.

HIRAM STRAIGHT.

Members of the Legislative
Committee.

Done at Oregon City, 28th June, 1845.

(Attest)

J. E. LONG,

Clerk.

F 2.

*Certificate of Survey of Town Lots, Champoeg, 15 July, 1848,
produced with plan. Plan not printed.*

“ Surveyed for the Hon. Hudson’s Bay Company the annexed portion of land and town lots ; situated in Champoeg County in the Town of Champoeg and west side thereof. According to plan annexed, commencing at an oak stump “a” 48 in. diameter and

running N. 6° W., at 250 feet struck a W. Fir Tree 24 in. diameter and continuing same course (about 670 feet) to the Wallamette River.

Returning to stump "a" and running due E. 157 feet struck 14 in. due N. of the N. W. corner of lot No 3. Block A.

Thence due S., at 14 inches stake N. W. corner of said lot 3. At 211 feet 2 inches (along W. sides of lots 3 and 6 and alley) to a stake, S. W. corner of lot 6, Block A.

Thence due E. (along Washington street across the ends of lots 6, 7, 8, Block A and 5, 6 and 7, Block 56—2 alleys 10 feet each, and one street 60 feet wide), 380 feet to a stake, S. E. corner of lot 7, Block 56.

Thence due N. (along E. side of lots 7 and 2 and alley, of Block 56—lot No. 2 being only 30 feet, the wharf of 60 feet taking to the Bluff bank) to the bank of the Wallamette River—being about 320 feet.

Thence up the Wallamette River to point of intersection of Line running N. 6° W.

The situation of Block 56 was ascertained by reference to Jesse Applegate's Plan of Champoeg, and measuring from centre of town. Block A is entirely due west of town.

The large dotted line (thus) as per plan annexed, contains all the land surveyed and belonging to the Hon. Hudson's Bay Company, taking in lots 2, 3, 4, 5, 6 and 7 of Block No 56, also lots Nos. 1, 2, 3, 6, 7, 8 of Block A.

The lots are 100 feet front by 50 feet rear, alleys 10 feet, and streets 60 feet wide, crossing each other at right angles and running to the cardinal points. Lot No. 2 of Block 56 is only 30 feet long on the E. side.

Lots Nos. 2, 3, 4, 5, 6 and 7 of Block No. 56, and lots Nos. 1, 2, 3, 6, 7 and 8 of Block A appear to be those respectively numbered by Mr. A. McDonald, 10, 8, 6, 7, 9, 11 and 4, 2, 1, 0, 3, 5.

July 15th, 1848.

Saml. D. Snowden.

F 3.

(*Mr. Ballenden to Surveyor General Preston.*)

FT. VANCOUVER, July 30th, 1852.

SIR,—Since I had the honor of seeing you last, my attention has been devoted to an attempt to define the limits and to make a survey of what I then considered the Hudson's Bay Company's possessory rights, in so far as regards land on the Columbia river, and throughout the Territory of Oregon. I was at first of opinion that the completion of the survey would be an easy matter, but on more minute examination, I regret to confess that I feel altogether unable to fix any precise limits to the honorable Company's claims, and that I shall therefore be unable to hand you, as I intended, any plans of their possessory rights. Should this put you to any inconvenience, I shall be exceedingly sorry; but any opinion of mine, or that of any other Agent here, would not be official until submitted to, and approved of by the Gov. and Committee of the Hudson's Bay Company in London.

Allow me also to mention that the plans of the Puget Sound Company's claims, presented to you last autumn by Chief Factor Ogden and Dr. Tolmie, are merely their private opinions on that subject, and not official, as they have not yet received the confirmation of the Directors of that Company. Allow me also to state that after a careful perusal of the correspondence and treaty between the American and British Governments on this subject, I do not think that any individual can state the nature or define the limits of the Company's claims in this territory. To the representatives of both Governments must the final decision be left.

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 these 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 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 north-east side, thence running east 15° S. $6\frac{1}{4}$ 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 $3\frac{1}{4}$ 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.

Should you feel at all desirous to have a plan of this tract, it shall be prepared and forwarded to you with all possible despatch.

I have the honor to be, Sir,

Your most obed't. servant,

(Signed)

JOHN BALLENDEN,

C. Factor Hon. Hudson's Bay Company.

Hon. G. B. PRESTON,
Surveyor General,
Territory of Oregon.

F 4.

(*Mr. Ogden to Sir George Simpson.*)

VANCOUVER, Feb. 20th, 1851.

Extract.

SIR GEORGE SIMPSON,

DEAR SIR,—I have been absent the last four days, and find myself rather pressed for time, having calculated that, as usual, the mail would not be closed before the 22nd, but the Post-master has thought proper to order it otherwise, and my letter will in consequence be a very short one. I feel very anxious to hear what is the result of Governor Pelly's application to Lord Palmerston, although *I am not very sanguine of our recovering a cent, and my opinion is the American Government are anxious to drive us out of the country, and will resort to all measures so far as placing every obstacle in our way to disgust us.* * * *

Yours respectfully,

PETER SKEEN OGDEN.

F 5.

Draft of agreement for sale of H. B. Co.'s rights in Oregon to U.S. government, by the Hon. Daniel Webster, April, 1849.

Whereas it was provided in the second article of the treaty between the United States and Her Majesty, the Queen of the United Kingdom of Great Britain and Ireland, concluded at Washington on the fifteenth day of June 1846, that

(here quote the whole of the second article.)

And whereas it was further provided, by the third article of the said Treaty, that,

(here insert the third article.)

And whereas, it was further provided by the 4th article of the said Treaty

(here insert the fourth article.)

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 * * * subjects trading with the same; and for the surrender to the United States of all 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 Territory south of the 49th parallel of north Latitude as mentioned in said Treaty; and in like manner for the surrender and transfer to the United States, the farms, lands, and other property of every description belonging to the Puget Sound Agricultural Company, on the North side of the Columbia River, at a proper valuation to be agreed on by the parties, according to the stipulations of the aforesaid Treaty:

And whereas it is understood that the British Government consents to said extinguishment, surrender, and transfer if agreed to by the aforesaid 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 surrender and transfer to the United States of all their property, real and personal, or of whatever description, including the right to navigate the Columbia River and its Tributaries south of the paral-

lel of 49°, with the exception of the live stock, and such enclosed grounds, and Mills belonging to said Companies, or either of them, as are not wanted by the United States, for Naval or Military purposes, for the sum of seven hundred thousand dollars :

The Secretary of State of the United States, hereby agrees that he will lay before Congress, at its next session, this offer or proposition of the said Companies, to the end that Congress may exercise its proper power and discretion therein, and pass such act or acts as may appear to them to be suitable and proper.

And the said Companies, by their agents, 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.

F 5a.

(Letter of Hon. Mr. Clayton accompanying the following draft of agreement.)

Mr. Clayton presents his compliments to Sir George Simpson, and has the pleasure to transmit to him herewith a copy of the paper requested in Sir George's note of the 26th instant.

DEPARTMENT OF STATE,

Washington, 28th Feby.

F 5b.

DRAFT OF PROPOSED AGREEMENT BETWEEN U. S.
AND H. B. & P. S. COMPANIES, RECEIVED FROM
THE HON. MR. CLAYTON.

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:—
“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 of 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, viz. :

"Art. 3. In the future appropriation 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 lands, and 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 Sound Agricultural Company on the north side of the Columbia river, shall be confirmed to the said Company. 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 of the whole or any part thereof (*sic*) 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 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 agent thereunto lawfully authorized, to consent to such extinction of all their rights and privileges as aforesaid, and to the surrender 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, Umsqua, Walla Walla, Boisé, Okanagan, Colville, Kootanais, Flatheads, Nisqually, Cowlitz and all other forts belonging to said Companies, including as much of the enclosed lands belonging to the 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, to wit: their shipping merchandize, provisions and stores of every description, live stocks, 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 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 lands 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 (*sic*) 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.

F 6.

(*Mr. Webster to Mr. Lane.*)

DEPARTMENT OF STATE, WASHINGTON, April 26, 1852.

COPY.

To the HON. JOSEPH LANE, House of Reps.—Sir, Your letter of the 19th Feb. last, with the accompanying papers relating to the rights of the Hudson's Bay and Puget's Sound Agricultural Company in Oregon, was duly received, and would have been answered before, had not this department been in daily expectation of receiving other information upon the subject. That information has not yet reached the Department, but hopes are entertained that when received it will enable a satisfactory reply to be given to your communication.

I have the honor to be, Sir,
 Very respectfully,
 DANL. WEBSTER.

F 6. a.

(*Letter from Mr. Crampton to Sir George Simpson, accompanying a copy of the following draft of Convention.*)

MARSHFIELD, August 4th, 1852.

(Private and Confidential.)

MY DEAR SIR GEORGE,—I enclose you a copy of the sketch of a convention drawn up by Mr. W. and myself, and which I am to refer home. You will perceive that there is a clause about the free navigation of the Columbia. This was made a "*sine qua non*" by Mr. W., and I fear may be a stumbling block at home, unless you can get the present government to get over the objection which was felt to such a provision by Lord Palmerston on the grounds of its possibly interfering with the future navigation of some branch of the Columbia running up into our territories north of 49°. Both Mr. Webster and myself leave Marshfield for Washington to-morrow morning. I shall be glad to hear from you there.

Believe me,

Yours very truly,

JOHN F. CRAMPTON.

F 6. b.

(*Sketch of convention by Mr. Webster and Mr. Crampton referred to in the foregoing letter.*)

Sketch of convention between Her Britannic Majesty and the United States of America, for the sale of the Possessory Rights and Property of the Hudson's Bay Company and Puget Sound Company in Oregon.

Her Majesty the Queen of Great Britain, &c., &c., and the United States, &c., &c., deeming it to be desirable with a view to the good understanding of their respective subjects and citizens residing near the north western boundary dividing their respective Territories, as laid down by a Treaty concluded and signed at Washington on the 15th of June, 1846, that all questions regarding the Possessory

Rights of the Hudson's Bay Company, and of the Puget's Sound Company within the Territories of the United States, the enjoyment of which is secured to those companies by the third and fourth articles of the aforesaid treaty, should be settled in such a manner as to prevent any misunderstanding or difficulty which might hereafter arise in regard to said Possessory Rights and Property, have respectively named plenipotentiaries to treat and agree concerning the terms of such settlement; that is to say:

H. B. M.

The U. S.

who having, &c., &c.

ART. I.

It is hereby agreed that all the Possessory Rights of the Hudson's Bay Company, of whatever description, together with the farms, lands, and other property of whatever description of the Puget's Sound Company, lying within the Territories of the United States, are hereby ceded to the said United States, together with all Rights and Privileges thereunto appertaining, in lieu and consideration of the sum of one million of dollars, to be paid by the Govt. of the U. S. to the said Company in the manner hereinafter stipulated, that is to say:—

ART. II.

(Here state the manner of payment.)

ART. III.

It is understood that the Right reserved by the second Article of the Treaty of June 15th, 1846, to the Hudson's Bay Company, and to all British subjects trading with the same, of the free navigation of the great northern branch of the Columbia River, from the point at which the 49th parallel of latitude shall be found to intersect that branch, shall, on the ratification of the present convention, cease and determine.

ART. IV.

It is understood that the Receipt of the said Hudson's Bay Company, delivered to the Gov. of the U. S., for the said sum of one

million of dollars, shall be considered by the two high contracting parties to constitute full and conclusive evidence of the consent of the said company to the cession of the said possessory rights, lands, farms and privileges as aforesaid, to the United States.

ART. V.

Ratification to be exchanged as soon as may be.

F 6. c.

(*Mr. Fletcher Webster to Mr Lewis C. Levin.*)

BOSTON, Nov. 12th, 1852.

MY DEAR SIR,—I thank you for your kind letter of the 8th. It reached me at Marshfield. I have taken such steps as will I think enable me to have some interest with Mr. Everett in regard to the matters of business to which you refer, and if necessary I will come to Washington; but I hope I may be spared that.

I am preparing a letter to him giving him what I understood to be some of the views entertained by the high contracting parties, which I infer from the conversations had with both.

I think Mr. E. will desire to do just what Mr. W. would have done had he lived. So be of good cheer.

Yours, always,

FLETCHER WEBSTER.

F. 6. d.

(*Mr. Crampton to Sir George Simpson.*)

WASHINGTON, Nov. 16, 1852.

MY DEAR SIR GEORGE,—I enclose you a letter from Mr. Levin in answer to one you lately wrote him.

Mr. Everett has not yet received the papers, &c., which were taken to Marshfield by Mr. Webster, so that he has not been able

to enter upon the affair, but I will have a conversation with him in a few days and will communicate to you the result.

Believe me,

Yours very faithfully,

JOHN F. CRAMPTON.

SIR G. SIMPSON, &c.

F 6. e.

(*Same to same.*)

WASHINGTON, January 3rd, 1853.

DEAR SIR GEORGE,—I have continually pressed the termination of the H. B. Co's affair with the U. S. Mr. Everett told me *yesterday* that letters had been received from the persons who had, by the President's direction, been written to. They, however, only acknowledge the receipt of the President's inquiry, and state that the information will be immediately sent. Mr. Everett says he will immediately close the business when those letters arrive; and that some further conversation he has had with Mr. Lane leads him to expect that the information they will convey will be quite satisfactory.

Mr. L. is gone to the South but is to be here on the 10th instant.

I will immediately write to you, or *telegraph* to you, if necessary, to come on to Washington, when Mr. E. tells me he is ready to sign.

Believe me,

Dear Sir George,

Yours very truly,

JOHN F. CRAMPTON.

SIR G. SIMPSON, &c., &c.

Lachine, Canada East.

F 6. f.

(*Same to same.*)

WASHINGTON, March 12th, 1854.

MY DEAR SIR GEORGE,—I have spoken to Mr. Marcy in regard to Governor Stevens' views of the rights of the H. B. Co. As he

seemed inclined to agree with Mr. Stevens in disallowing right of Co. to trade with the Indians, saying that the U. S. did not allow their own citizens to trade with them, I have thought it better before making a more formal representation to refer the question mooted by Govr. Stevens, home, with a view to getting instructions as to the ground I should take.

All this looks like a design in some quarter to *take the H. B. Co's property instead of buying it, or at least to depreciate it first and then to buy it cheap.* Mr. M. said the reports he had received of the value of the property "did not amount to much."

I will write to you again on this subject in a day or two.

Believe me,

Yours very sincerely,

JOHN F. CRAMPTON.

SIR GEORGE SIMPSON, &c., &c.

F 6. g.

(*Same to same.*)

WASHINGTON, April 24th, 1854.

MY DEAR SIR GEORGE,—I have just recd. a reply to my note to Mr. Marcy. He declines to direct the gov. of Washington territory to delay putting into force the notice to the H. B. Co. to cease trading with the Indians—and contests that the Co. have any right so to trade under the Treaty of 1846. He also states that he considers the possessory rights of the H. B. & P. S. Companies relate exclusively to the *land* which was in their occupancy on the 15th June, 1846.

Under these circumstances I shall of course wait for the instructions I have applied for before making a rejoinder to Mr. Marcy's note.

Believe me,

My dear Sir George,

Yours very sincerely,

JOHN F. CRAMPTON.

SIR G. SIMPSON, &c., &c.

F 7.

(Copy of letter from Sir George Simpson to Hon. Mr. Marcy.)

BROWN'S HOTEL, WASHINGTON, 14th Oct. 1853.

SIR,—With reference to your enquiry (when I had the pleasure of seeing you yesterday) as to the value of the property and “possessory rights” of the Hudson’s Bay and Puget Sound Companies, in Oregon, proposed to be sold to the United States Government, I have now the honor to enclose copy of a rough estimate thereof, prepared by me here in December last, by desire of Mr. Everett, and then handed to that gentleman, at the time he had under his consideration the sketch of a convention between the United States and her Majesty’s Government, drawn up by his predecessor in office, Mr. Webster, for sanctioning and confirming the proposed sale.

The estimate in question can scarcely be considered an approximation to the value of such property and “possessory rights,” which on a more close examination *I find to be of much greater extent than I was then aware of*; but the Hudson’s Bay and Puget Sound Companies, being anxious that the long pending negotiation for the sale in question should be brought to a close, have empowered me to conclude the same for the consideration originally proposed, say one million of dollars.

The importance to those Companies of a speedy settlement of this business has brought me to Washington on the present occasion. I should, therefore, feel greatly obliged if you would favor me with the views of the United States Government in regard (*sic*) at your earliest convenience.

I have the honour to be,

Sir,

Your most obedt. humble servant,

(Signed)

GEORGE SIMPSON.

HON. W. L. MARCY, &c., &c.

F 8.

[COPY.]

(Mr. Colvile to Sir George Simpson.)

HUDSON'S BAY HOUSE, February 23rd, 1855.

DEAR SIR,—I have to acknowledge your letter of the 20th January, on the subject of your interview with Mr. Marcy respecting company's rights in Oregon.

I think it might have been better if you had endeavored to impress upon Mr. Marcy, the injustice of the Government permitting their officials to encourage rather than repress the hostility towards the Company of the people in Oregon, and that it would be unworthy of the Government of the United States to take advantage of that hostile feeling in the adjustment of the price for the possessory rights of the two Companies, that a continuance of the present state of the question would probably lead to disputes and violences which might be exceedingly embarrassing to the Governments of the two countries, therefore that the extinction of these possessory rights would be mutually convenient, and consequently that it was the interest of the United States to give a fair price, and that of the two Companies not to stand out for more than a moderate one.

Mr. Marcy, in answer to an enquiry of yours, informed Mr. Crampton that he had not mentioned the sum of \$300,000 as the ultimatum; he cannot have intended to name that sum as the precise price, or to consider the opinion respecting the rights of the Company, expressed by him, as conclusive. In fact they are only the opinions of interested parties, or rather of advocates, upon the side of the proposed purchasers.

In August, 1852, a sketch of a convention for the sale of the possessory rights and property of the Hudson's Bay and Puget Sound Agricultural Companies, was prepared by Mr. Webster (at that time Secretary of State), and Mr. Crampton, in which one million of dollars is the sum stated to be paid. This admission of the value, although the proposed convention was not proceeded with at that time, should not, in good faith, or according to the practice of any national Government, be now repudiated.

The corporate rights of the Hudson's Bay Company are not

limited as to time, and their rights reserved by the Treaty of 1846 do not rest upon the license of exclusive trade, but were possessed before the date of the first license, as British subjects trading into what was Indian Territory, the sovereignty of which did not belong either to the United States or to Great Britain. The terms of the convention entered into between Great Britain and the United States, on the 25th October, 1818, and renewed on the 6th August, 1827, clearly prove this. The license of exclusive trade respected British subjects only, and was granted for reasons of policy, being considered as the best mode of preventing violences in the trade and most beneficial for the Indians. On the expiration of the license, if not renewed, the rights of the Company will be intact, excepting only that they will be open to the competition of other British subjects in the Indian trade of the countries, comprehended in the present license.

The rights of the Hudson's Bay Company under the Treaty can be considered fairly to be neither more nor less than what the fair meaning and construction of the words of the Treaty convey, viz., what they were in possession of at the date of the Treaty.

These possessions were their farms and buildings and trading posts, their pasture runs, fenced or unfenced, used by their flocks and herds, and the Indian trade, not limited to time as a trade, though limited to time as one exclusive towards other British subjects.

The Treaty can be justly construed only by the words used, and not by what may now be said to have been the private notions or views of one of the contracting parties.

The terms used in the fourth article respecting the Puget Sound Agricultural Company, are that their farms, land, and other property of every description, belonging to them, on the north side of the Columbia river, shall be confirmed to them. These terms are so clear and full, that they can only be considered to include their pasture runs, as well as the land inclosed and cultivated in grain or other crops, and no question can by the utmost ingenuity of lawyers, be raised as to time.

I have thus endeavored to convey to you the opinion of the Governør and Committee of the Hudson's Bay Company, and of the agents of the Puget Sound Agricultural Company, on the subject of your communication, and have to add that the offer of

Mr. Marcy of \$300,000 for the possessory rights of Hudson's Bay Company, and the farms and lands of the Puget Sound Agricultural Company, is considered to be altogether an inadequate and unreasonably low price.

The suggestion of Mr. Marcy that the authority contained in the Powers of Attorney to you, from the Hudson's Bay Company and Puget Sound Agricultural Company, should be confirmed by a formal resolution of the Board of Direction of these Companies, will be attended to, and the proper documents sent to you by a future opportunity.

I remain, &c.,
A. COLVILE.

(Signed,)

SIR GEORGE SIMPSON, &c., &c.

F 9.

(Hon. Mr. Marcy to Sir George Simpson.)

DEPARTMENT OF STATE,
WASHINGTON, 13th August, 1856.

SIR,—I have the honor to acknowledge the receipt of your letter of the 25th ultimo, enquiring whether Congress had taken any action on the recommendation contained in the President's message of December last, that an appropriation should be made for the purchase of the possessory rights of the Hudson's Bay and Puget Sound Companies within the territory of Washington.

In reply, I regret to inform you that there have been no proceedings in Congress at this session relative to that subject. This may be ascribed to the engrossing nature of other business which has been before that body, and to circumstances incident to domestic politics in this country. It is to be hoped that these adverse influences will be at an end at the next session, when the President will again commend the matter to the attention of Congress, with the hope that a favorable result may be anticipated.

I have the honor to be, Sir,

Your obedient servant,

W. L. MARCY.

SIR GEORGE SIMPSON,

Hudson's Bay House,

Lachine near Montreal, Canada East.

F 10.

(Mr. Lumley to Sir George Simpson.)

WASHINGTON, 14TH AUGUST, 1856.

MY DEAR SIR,—I beg to acknowledge the receipt of your letter of the 9th instant.

Having called this morning on Mr. Mason, I asked him in accordance with your wish if he could inform me whether it was contemplated to extend the powers of the N. W. Boundary Commission. Mr. Mason said he understood that the duties of the Commission would be confined to the demarcation of the *water line* of the Boundary, that they were to determine the point where the 49th parallel intersects the channel between the main-land and Vancouver's Island, and then run the line down the middle of that channel and through the straits of De Fuca to the Pacific.

This survey would take but a short time, but it was considered of primary importance in order to put an end to disputes that had arisen with reference to the sovereignty of certain Islands claimed by the authorities of Washington Territory.

On my asking Mr. Mason whether the wording of the 4th Section of the Act of Congress appointing the Commission, was to be considered as indicating an intention to entrust them with other duties, he said that he did not consider that it was intended to convey that meaning, but merely to explain that the Commission now appointed to mark out the water line of the boundary was not to be debarred from undertaking the demarcation of the Boundary by land, should it be found advisable to employ it for that purpose.

Mr. Mason could give me no information with reference to the composition of the Commission, nor as to the period when it is likely to go into operation, but he said that the appointments to it must be made during the present session of Congress (which adjourns on the 18th) and that Mr. Marcy was desirous that the object of the Commission should be carried out with as little delay as possible.

On my asking Mr. Mason whether the appropriation recommended by the President in his last annual message of the purchase of the possessory rights of the Hudson's Bay, and Puget Sound Companies was likely to be voted by Congress, he said that

no steps had been taken for that purpose, and that it was now too late to originate the original Bill. He said that Mr. Marcy had spoken to him on the subject and had shewn some anxiety to have the question settled, but that certain doubts appeared to have arisen as to the value of the property proposed to be purchased by the United States Government, that the authorities of Oregon and Washington Territories, had reported to the department that some of the forts or settlements were in a very dilapidated state, and that others existed only in name. *I told Mr. Mason, that so far from placing an exaggerated price on the property, the Hudson's Bay Company had reduced their offer from the original valuation of about two millions and a half dollars to one million dollars, probably after having taken into consideration the depreciation in value of the property complained of, and certainly in the hope that such a moderate offer would tend to hasten the conclusion of the long pending negotiation.* Mr. Mason said that he believed the possessions were not of much value, but that even supposing them to be so, the United States Government could not be expected to pay for them more than their worth. This question of valuation was one, however, which might, if necessary, he supposed, be settled by a referee, but he did not believe that there would be any difficulty on either side in coming to terms.

Mr. Mason assured me, in conclusion, that he would give the question his best consideration during the next session, and that as far as in him lay, every effort should be made to bring it to a satisfactory conclusion.

I asked Mr. Mason whether in that case it was possible that an appropriation might be voted in the early part of next session, but he replied that this was not to be expected, as the appropriations were always put off to the close of the session. As I am not accredited to the United States Government, and have no relations with them personally or by correspondence, I have not been able to speak to Mr. Marcy on these questions. I doubt, however, whether I should have been more successful with the Secretary of State than I have been with the Chairman of the Committee in the Senate for Foreign Affairs.

The United States Government seems inclined to drive a hard bargain with you and to *cheapen the purchase to the utmost by de-*

preciating its value; it is certain, however, that the value of the property to the United States Government is considered to be far from trifling in reality, at all events, if one may judge from the tone of the public press, as an instance of which I take the liberty of enclosing an extract from the New York *Herald*, of the 17th December last, which may not have met your eye.

(Signed.)

J. SAVILLE LUMLEY.

F 11.

(*John Shepherd, Esq., Governor, to E. Hammond, Esq.*)

HUDSON'S BAY HOUSE, 10th Nov., 1856.

MY DEAR SIR,—I feel very much obliged by your kind attention to the interests of our Company, in forwarding for my perusal the interesting letter from Mr. Lumley, and I beg you will have the goodness to convey to Lord Clarendon the warmest acknowledgments of the Deputy-Governor and myself on the occasion.

The letter being an original, I lose no time in returning it, having taken an extract of that part which alludes to the subject of the Hudson's Bay Company's possessory rights in Oregon. Should it appear necessary hereafter, I may trouble you with a letter on that matter.

In the mean time I content myself with remarking that the reasons why we have been pressing the U. S. Government to purchase our possessory rights in the country are, that that Government have not only interrupted and destroyed our trade, but have encouraged their citizens to squat and take possession of our land, even in places under our cultivation. Finding all our remonstrances disregarded, and having no sufficient force to remove bodily these intruders, knowing the inutility of having recourse to local American Courts, we have been driven by necessity to call on our own Government to support and assist us, either by insisting that the terms of the Treaty should be observed by the Government of the United States, or that the alternative provided in that Treaty should be acted upon, viz., the purchase of our possessory rights on just and reasonable terms.

I have no doubt that Mr. Lumley is quite correct in his surmise that the U. S. Government have been procrastinating in the hope that we shall be forced to accept any terms which they may be pleased to dictate. Trusting, however, that we shall receive the support of our Government in requiring an honest fulfilment of the Treaty, we have already instructed Sir George Simpson that, if the United States Government do not agree to refer the adjudication of the question to a Commission, he must decline committing the Hudson's Bay Company to any settlement without our previous sanction, and that we shall not be prepared to accept the amount of \$300,000 which was applied for on the President's message of last year. You will be surprised when I tell you that the officers of the United States have actually assessed our various farms at \$100,000 for the payment of land or territorial tax.

(Signed,)

J. SHEPHERD.

F 12.

*Letter from J. Savile Lumley, Esq., to E. Hammond, Esq.,
(26th Oct., 1856) referred to above.*

Extract.

* * * * *

I should be sorry to state anything which might appear like an improper or unjustifiable reflection on the U. S. Government, and yet, when it is considered how little sincere desire has been shown by them to carry into execution the provisions of the 3rd and 4th articles of the Treaty, so important to the interests of the British Companies, and when it is seen, that instead of taking the property at the very reasonable price for which it is offered to the United States, attempts are made to depreciate its value, it is impossible not to fear that the conduct of the Government is actuated by the determination not to pay for that which they hope to obtain without purchase.

I think I am almost justified in coming to this conclusion from the language held to me by Mr. Mason, the substance of which is

stated by me in my despatch to Lord Clarendon, No. 58, of the 18th of August. In the course of that conversation, and in illustration of his opinion respecting the worthless nature of the property belonging to the British Companies, Mr. Mason said, "You remember Pliny's account of the commission with which he was charged to purchase a villa for a wealthy friend in Rome. Pliny," Mr. Mason continued, "who was quite a fine gentleman, writing to the proprietor of the villa, informed him that his friend was ready to give him a very large sum of money for the property, but not one 'as' more than it was worth." I was on the point of observing to Mr. Mason that Pliny was, nevertheless, too much of a gentleman to depreciate the value of the villa in the hope of getting it for nothing, but I refrained from doing so.

(Signed,)

J. SAVILE LUMLEY.

F 13.

(*Mr. Cass to Lord Napier.*)

DEPARTMENT OF STATE,
WASHINGTON, November 2nd, 1857.

THE RIGHT HON. LORD NAPIER,
&c., &c., &c.

MY LORD,—Your respective communications of the 12th of April, and the 30th of July last, on the subject of an adjustment of the claims of the Hudson's Bay and Puget's Sound Companies in Washington Territory, have been received.

On the 21st June, 1854, the Hon. Isaac J. Stevens, the Governor of that Territory, made an elaborate report to this Department on the subject, in which he estimated the fair value of the claims referred to at \$300,000. I have the honor to enclose a copy of his report, and I beg to inquire, at the same time, if, in the opinion of your Lordship, an adjustment could be made on this basis should the amount mentioned be appropriated by Congress.

I avail myself, &c.,

(Signed,)

L. CASS.

F 14.

(Reply.)

H. B. M. LEGATION, Washington, Nov. 4th, 1857.

THE HON. L. CASS,
&c., &c., &c.

SIR,—I have the honor to acknowledge the receipt of your letter of the 2nd instant, enclosing a report respecting the possessory rights of the Hudson's Bay and Puget Sound Companies, and enquiring whether, in my opinion, the valuation of these rights contained in the document referred to, could be made the basis of an adjustment between the Companies and the Government of the United States.

I will lose no time in submitting the report of Governor Stevens to H. M. Government, who will, no doubt, give it that consideration which the character and position of the author must always secure to his suggestions, but I cannot conceal from you my decided impression, that the estimate formed by that gentleman, will not be regarded as satisfactory by H. M. Government or by the Companies.

It is obvious on the face of the report, that the valuation of the property under discussion, has been made on an *ex parte* view of the case, that it is derived principally from personal observation, necessarily of a hasty and general character, or from the report of American citizens, who, without disparagement to their honesty and good intentions, cannot be altogether exonerated from partiality in such an enquiry.

I need not point out that the rough estimates offered by Governor Stevens of the value of houses, fences, water power, and agricultural improvements, are obviously susceptible of dispute and rectification; that the view which he has adopted of the rights of the pasturage, of the nature, condition, and supervision of the live stock, bred by the Companies, of the titles of land and of many other particulars involved in his investigation, might wear a very different aspect in the eyes of others, and even in his own, if subjected to careful and dispassionate scrutiny.

The character of this valuation alone, conducted exclusively by a functionary of the United States Government, would not unnaturally render it unacceptable to the English Companies, who find in the 4th Article of the Treaty of 1846, that their property in the event of its purchase by the Government of the United States should be transferred to the said Government at "a proper valuation to be agreed upon between the parties," expressions which seem to indicate some form of co-operation or mutual counsel in the transaction, which has hitherto not been exercised.

It may also be observed that the estimates of Governor Stevens, even if they had been deliberate and liberal, and founded upon the depositions of both parties, and on the awards of disinterested appraisers have reference to the value of the property under discussion in the year 1854, and are not applicable now, when, after the lapse of three years and a continued immigration, the price of land, whether wild or clear, has no doubt undergone a considerable change.

It is not, however, necessary for me to decline the valuation of Governor Stevens, either upon the ground of a defect in principle, or with reference to the alterations of time. That valuation is irreconcilable with the official assessments of the same property, prescribed by the Commissioners of Taxes, acting on the spot, bound by oath to administer justly and fairly, and thoroughly acquainted with the nature of the property, inasmuch as they are themselves settlers, or as the Company alleges trespassers on the land in question, which they have farmed for their own benefit for some years. The acreage of the Puget Sound Agricultural Company in Washington territory, exclusive of a farm on the Cowlitz River is, at present rated, irrespective of the whole of the Hudson's Bay Company property, at \$500,000, by the estimate and avowal of the United States functionaries themselves, who are thus with every advantage of local experience at direct variance with Governor Stevens. The property assessed by the Commissioners of taxation at \$500,000, is valued by Governor Stevens at \$150,000. I am not informed of the assessment of the Cowlitz farm, which the Governor sets down at \$30,000, but if the same discrepancy should exist with reference to it which affects the other, the Commissioners will fix it at \$100,000, and we shall thus have on a United States

estimate a total valuation for the Puget Sound Company of \$600,000. To this amount we have to add the whole value of the Hudson's Bay Company's possessory rights. They are estimated by Governor Stevens at \$120,000, but they were assessed in 1854 at \$197,500, and that amount has probably been raised. Whether increased or not, we have a probable grand total of \$797,500, referring to property actually in the possession and enjoyment of the two Companies, without regard to the higher value which they believe may legitimately attach to the said property, and without reference to the rights and *possessions of which they affirm themselves to have been unlawfully deprived*. If these claims be taken into consideration it does not appear at all improbable that the whole amount due to the two Companies for the extinction of their rights may be found to exceed the sum of \$1,000,000, which was the compensation contemplated in the discussions between Mr. Crampton and the Department of State in the years 1852 and 1853.

In offering these reflections I do not desire to affirm any positive or to make any definite demand upon the United States Government. I merely wish to shew a *prima facie* case against the report of Governor Stevens, and on behalf of the English Companies. Negotiations for the redemption of the possessory rights of those bodies commenced in the year 1849, and have since been constantly pressed upon the United States Government for settlement, either in the form of a direct treaty between the United States and Great Britain, or in that of a bargain between the Federal Government and the Companies as private parties. It has been, I believe, allowed throughout that the United States have an interest in the acquisition of those rights, both in reference to the welfare and settlement of the territory, and in regard to the obligations of the Treaty, which can hardly be otherwise executed in the equitable spirit which the American Government would desire to apply to the claims of Her Majesty's subjects, because the existence and protection of large possessions in the hands of foreign corporations is scarcely compatible with the institutions of this country or with the state of society in a region still so savage and inaccessible. The difficulty has been one of valuation only. It was my duty, some time back, to communicate a proposal on the part of the Companies

to submit the whole question to arbitrators. To that proposal I have not yet received a definite reply, and I hope that the remarks which are embodied in my present communication may recommend this expedient to your adoption. If not, it will give me great pleasure to transmit to Her Majesty's Government any definite suggestion on your part, which shall contain provisions for an enquiry in which the allegations of the two Companies may obtain a fair discussion, the only object of these Companies being to relinquish on just and creditable terms the exercise of rights and the possession of property which are now the sources of uneasiness and conflict.

I have, &c.,

(Signed,) NAPIER.

F 15.

(*Mr. Berens to Earl of Clarendon.*)

(*Filed in case of P. S. A. Co.*) (G 5.)

F 16.

(*Mr. Berens to the Earl of Malmesbury.*)

(Copy.)

HUDSON'S BAY HOUSE, 12th Aug., 1858.

To the Right Hon. the Earl of Malmesbury.

My Lord,—I have the honor to acknowledge the receipt of Mr. Hammond's letter of the 9th instant, addressed to Captain Shepherd, in which he informs us, by your Lordship's direction, of a conversation which passed between Her Majesty's Minister at Washington and General Cass on the subject of the possessory rights of the Hudson's Bay and Puget Sound Companies in the United States.

In the course of that conversation General Cass suggested that instead of the appointment of a commission on the part of the Company, and one on the part of the American Government, with power to select an arbiter in case of disagreement, it would be

better that the claims should be valued under a treaty, and that for that purpose he was disposed to negotiate a treaty under which a commission on the part of Great Britain and the United States might be appointed to value the possessions in question.

In compliance with the request that I should give your Lordship the opinion of the Committee of the Hudson's Bay Company upon General Cass' suggestion, I have laid Mr. Merivale's letter before the Board of Directors, and I have now the honor of communicating our opinion to your Lordship.

For many years past the Directors of the Hudson's Bay Company have urged upon H. M's Government the gross injustice done to the Company by the Government of the United States, in leaving this question, a question of great importance to their shareholders, so long pending, and as your Lordship is well aware, they have repeatedly appealed in vain for the fulfilment of the Treaty of 1846. They are therefore prepared to agree to any plan which will hold out to them the prospect of a fair and equitable settlement.

As to the special plan suggested by General Cass for the settlement of the question, by a commission under a treaty between the two Governments, they do not see that there can be any objection thereto. On the contrary, they are of opinion that the plan offers the obvious advantage to which General Cass has alluded, namely, that of taking effect at once, on being ratified by the Senate, and without having to pass through the ordeal of Congress. I have therefore the honor of informing your Lordship that I and my colleagues in the direction are prepared to concur in General Cass' proposition for the settlement of the question by a commission under a Treaty between the two Governments.

As General Cass has not put his proposition in the form of a written communication, it may perhaps be premature to enter into a discussion as to the precise terms upon which we conceive that the Treaty should be framed. But I think it right to take the earliest opportunity of mentioning two points which I conceive to be of vital importance to the interests of the Company, and which I now take the liberty of submitting to your Lordship's consideration.

The first point to which I allude is the appointment of the British Commissioner. With respect to the selection to be made of a fit person to take that office, I would suggest that, as the whole

question to be settled relates to the Hudson's Bay Company and Puget Sound Agricultural Company, the Governor and Committee ought to have a voice in the appointment.

The second point which I would beg to submit to your Lordship is this, that the arbiter to be called in case of any disagreement should be mutually chosen beforehand, because if the choice be left till after the differences have shewn themselves, it will be impossible for the parties to agree on a choice.

With these observations I leave the case in your Lordship's hands, and I have only to add that I and my colleagues are very sensible how much we owe to the attention which Her Majesty's Minister at Washington, as well as your Lordship, have given to the question.

I have, &c.,

H. H. BERENS,
Dep. Gov.

F 17.

(Extract of letter from H. H. Berens, Esq., to Sir George Simpson, dated 11th February, 1859.)

“I had this pleasure on the 28th January, and am since favored by your private letters of the 15th and 17th, of the same. I am sorry that you should take such a gloomy view of our prospects in the negotiations, respecting our “possessory rights,” but I must confess that it rather confirms the idea which I endeavor to refute. If justice was to be done to us, the United States Government should pay for the possessions, as they were at the ratification of the Treaty of 1846, because it is on account of the absence of the protection which was then promised to us, that our then valuable establishments were either abandoned or allowed to fall into decay, and also, from the same cause, that our fine herds of cattle and flocks of sheep have been scattered, diminished or annihilated.”

F 18.

(*Mr. Berens to Lord John Russell.*)

HUDSON'S BAY HOUSE, October 17th, 1860.

THE RIGHT HON. LORD JOHN RUSSELL,
&c., &c., &c.

MY LORD,—Herewith I beg to transmit for your Lordship's information a copy of a letter addressed by Mr. Dallas, the Hudson's Bay Company's agent on the north-west coast of America, to His Excellency the Lord Lyons, on the subject of the continued aggression of the United States military authorities on the possessions in Oregon, both of the Hudson's Bay and Puget Sound Agricultural Companies.

Your Lordship is no doubt aware that I sent instructions to Mr. Dallas to retain possession of this Company's property in Oregon for some time longer, but that, previous to their arrival, Mr. Dallas had considered that the position of the H. B. Company was no longer tenable, and had consequently retired from the territory under protest.

It now appears that the authorities are endeavoring to force the Puget Sound Agricultural Company also to retire.

I have, &c.,

(Signed) H. H. BERENS, Govr.

F 19.

General Description of Townships on H. B. Co's. claim near Vancouver, W. T., and also adjacent to P. S. Agri. Co's. claim on the Cowlitz River, as recorded in Office of Surv. Gen'l. of W. T.

Extract.

GENERAL DESCRIPTION OF TOWNSHIP 2, N. OF RANGE 2 E.,
SURVEYED FEBRUARY 12TH, 1859.

The land in this fractional part of this Township is considerably above the common average, being good, first and second rate, and

not very heavily timbered with fir, ash, white oak, willow and alder. It is good land for farming and grazing and is nearly all settled upon, and claimed by donation claimants.

GENERAL DESCRIPTION OF TOWNSHIP No. 3, N. OF RANGE No. 2
EAST, SURVEYED MAY 8TH, 1857.

The land in this Township is mostly level and above an average quality. It is well timbered with fir and ash, some cedar on Salmon Creek, and some oak, balm-gilead, crab apple, and shittim wood, or Oregon hickory, in the swales, which extend over the whole Township and in the winter season are full of water, whilst in the summer they are equally dry. From this cause some difficulty was experienced, even as early as April, in obtaining water, which was only to be found running in or along the breaks of Salmon Creek.

There is a good deal of grass in the swales, and generally throughout the whole Township, which is well suited for settlement and cultivation, though at present there is but one claimant in Sec. 31.

GENERAL DESCRIPTION OF FRACTIONAL TOWNSHIP No. 3, N. R.
1, W., SURVEYED FEBRUARY 2ND, 1860.

The quality of lands in this Township is of the first quality, it being rich bottom land and is nearly all prairie, and settled by donation claimants, with the exception of a part of Sec. No. 24.

There are several small lakes in this Township which can be easily drained.

GENERAL DESCRIPTION OF TOWNSHIP No. 2, OF R. 1, W.,
SURVEYED JANUARY 30TH, 1860.

The quality of land in this Township is of the first quality, it being all rich bottom lands, and is situated on the N. E. side of the Columbia River, which is navigable for steamships of the heaviest draught.

The timber is chiefly ash, cottonwood, and willow.

This Township is all or nearly all settled by donation claimants. There is a valuable Salmon Fishery in Section 2.

GENERAL DESCRIPTION OF FRACTIONAL T. 3 N. R. 1, EAST,
SURVEYED JANUARY 31ST, 1860.

The land in this Township is considerably above the common average.

The timber is fir, ash, cottonwood, and white oak.

The uplands are good second rate.

The bottom land rich first rate, and subject to being overflowed annually in the months of June and July.

The Vancouver Slough, which is the outlet of Vancouver Lake, runs through this Township, and is not a navigable stream.

GENERAL DESCRIPTION OF TOWNSHIP No. 2, N. R. 1, E.,
SURVEYED FEBRUARY 14TH, 1860.

The land in this Township is much above the common average. The uplands are good second rate, timbered with fir, cedar, hemlock and maple.

The Columbia bottom is prairie with a deep, rich and warm soil, and subject to annual inundations in the months of June and July.

The land in this Township is nearly all claimed by donation claimants, and several pre-emption claims are now being taken.

The city of Vancouver is situated in Sec. No. 27, and is a large, flourishing and prosperous commercial town.

The U. S. military reservation at Fort Vancouver is situated in Secs. 22, 23, 26, 27, 34 and 35.

The St. James Catholic Mission claim is in Secs. 22, 26, 27, 34 and 35.

The claim of the widow and heirs of Amos W. Short is located in Secs. 21, 22, 27 and 28.

The claim of the widow and heirs of F. Bier is located in Secs. 21, 22 and 27.

The claim of the widow and heirs of Andrew Bolan in Secs. 15, 16, 21 and 22.

The Vancouver town site in Secs. 22 and 27.

F 20.*(Mr. Young to Mr. Dallas.)*

COLONIAL SECRETARY'S OFFICE,

Victoria, V. I., 30th March, 1860.

SIR,—I am instructed by His Excellency the Governor to request you will be good enough to furnish him with as little delay as you conveniently can for the information of Her Majesty's Government, with a report shewing the extent and situation of the land claimed by the Hudson's Bay Company, as their private property in Vancouver Island, distinguishing any that may be claimed under a title anterior to the charter of grant from such as may have been subsequently acquired by the Company in their private capacity.

I have, &c.,

(Signed,)

WILLIAM A. G. YOUNG,

Act. Col. Sec.

To A. G. Dallas, Esq., &c., &c., &c.

F 20. a.*(Reply.)*

VICTORIA, 14th April, 1860.

W. A. G. Young, Esq.,
Act. Col. Sec.

SIR,—I have to acknowledge receipt of your letter of the 30th ultimo, relative to the lands owned by the Hudson's Bay Company upon this Island.

The lands claimed under a title anterior to the charter of grant of the Island, comprise to the best of my knowledge :

Uplands Farm,	} 3052 acres, including site of town.
North Dairy,	
Beckley Farm,	

The lands subsequently acquired by purchase comprise :

Saw mill on Esquimalt Harbor,
Lot G, IV., about 20 acres.

Fur trade purchases in Esquimalt District subsequently resold, with the exception of lot LXVI., on which the Company's tannery stands, amounting to 17 acres, and about 2½ acres in lot 51 section 23.

I have, &c.,
(Signed,) A. G. DALLAS.

P. S.—In the above I have taken no notice of the Company's lands at Nanaimo acquired by purchase.

A. G. D.

F 20. b.

(*Governor Douglas to the Duke of Newcastle.*)

VICTORIA, V. I., 7th Feb., 1861.

MY LORD DUKE.—It having been brought to my notice that the Hudson's Bay Company were about to dispose of, at sale by public auction, the whole of the remaining available water frontage of the business portion of the city of Victoria, and which water frontage they claim under a title anterior to the charter of grant, I considered it my duty to address a request to the Board of Management to reserve such portions of water frontage as might be necessary to construct a government wharf and harbor master's office, no such reservation having been previously made, and the Government in consequence being compelled to pay an exorbitant rent for a small room upon a private wharf for use as a harbor master's office.

2. From the reply of Mr. Dallas, herewith enclosed, your Grace will perceive that the company declined to make any such reservation as that requested, and I therefore caused a second letter to be addressed to Mr. Dallas, recapitulating the grounds upon which the requisition was made, and explaining its propriety. To this second letter I have not as yet received any reply, but I fear from the position assumed by Mr. Dallas in his first letter, that there is but little prospect of obtaining what is so obviously required.

3. Your Grace has informed me that you do not recognize the claim set up by the Hudson's Bay Company, to the land forming the town site of Victoria, and adjacent thereto, but that the question had been referred to the Judicial Committee of the Privy

Council for settlement. I therefore submit the present case to your Grace in order that should the claim of the company be admitted, the portion of land required, and as it is shown upon the annexed tracing, may not be confirmed to them, for I think it clear, whether the claim be admitted or not, that under all the circumstances of this case, it is wholly inadmissible that the company should be permitted to monopolise not only the whole town site, and thus deprive the Colony of the advantages resulting from its sale, but also every available foot of water frontage, and thus reduce the Government to the level of a private individual, and oblige it to go into the market and buy at an enormous cost what is required for an evident and important public purpose.

4. A few days ago the Company sold at auction a portion of the ground upon which formerly stood their first establishment at Victoria, (its position is marked upon the tracing enclosed) 51 lots of an average of 31 feet by 75 feet, were sold for the aggregate sum of one hundred and twenty-five thousand dollars. Some 60 lots still remain unsold, but I understand the Company propose selling as soon as the market will yield a similarly good return. The Company also still hold some three hundred acres around Victoria, (part of their claim of 3084 acres) which they are disposing of from day to day, at private sale, at the rate of one hundred pounds an acre.

5. I mention these circumstances to show the large pecuniary benefit reaped by the company through their tenure of Vancouver's Island, and owing to the accident of the discovery of gold in British Columbia, and that therefore the Company cannot, with any show of reason, complain that if the very insignificant portion of land now sought be withheld from them, it would be at all an act approaching to injustice.

I have, &c.,

(Signed,)

JAMES DOUGLAS.

HIS GRACE THE DUKE OF NEWCASTLE.

&c., &c., &c.

F 20. c.

(*The Duke of Newcastle to Governor Douglas.*)

DOWNING STREET, 24th January, 1862.

SIR,—I have the honor to acquaint you that the questions which have been so long under discussion between Her Majesty's Government and the Hudson's Bay Company, respecting the Company's claims to land in Vancouver's Island, under a title anterior to the grant of the Island, have been brought to a close.

It had been determined, as you are aware, to submit those claims to the Judicial Committee of the Privy Council, and the preliminary steps had been taken for that purpose. But a long time must necessarily have elapsed before the decision of the Council could have been obtained, a protracted and expensive investigation must have been undertaken, and a delay incurred which could not fail to create a serious impediment to the progress of the Colony.

Under these circumstances I readily agreed to a proposal from the Hudson's Bay Company, that an attempt should be made to settle the matter by arbitration. Mr. Dallas and Mr. Maynard, on the part of the company, and Mr. Murdoch and Mr. Walcott on behalf of Her Majesty's Government, were accordingly appointed to confer upon the subject, and after due consultation, agreed to a memorandum of agreement, the terms of which have subsequently been incorporated in the agreement, of which a copy is annexed to this despatch.

The Company having signified to me their acceptance of these terms, I felt no hesitation in likewise acceding to the arrangement. The concessions thus made by the Company, appear to me to be as great as can be demanded from them; and moreover, the speedy settlement of these questions of title, which, by keeping the public mind in suspense, retard the progress of the colony, must be of far more value to the community than the issue, however favorable to the Government, of a tedious and expensive litigation.

It only remains for me to instruct you to carry the present arrangement into effect, and to authorize you with this view to prepare, under the directions of the Colonial Attorney-General, for execu-

tion by the company, the necessary deeds of reconveyance of the portions of land to be surrendered to the Crown.

I have, &c.,

(Signed,)

NEWCASTLE.

GOVERNOR DOUGLAS, C. B.

&c., &c., &c.

F 20. d.

*(Indenture between Her Majesty Queen Victoria, and the H. B. Co.,
3rd Feb 1862.)*

THIS INDENTURE, made this third day of February, One thousand eight hundred and sixty-two, Between Her Most Gracious Majesty Queen Victoria, of the one part, and the Governor and Company of Adventurers of England, trading into Hudson's Bay, hereinafter called "The Company" of the other part.

Whereas, previous to January, One thousand eight hundred and forty-nine, the Company had occupied certain portions of land in Victoria district in Vancouver's Island, for the purposes of carrying on their trading operations, under their royal charter dated the second day of May, in the twenty-second year of the reign of His late Majesty Charles the Second;—

And whereas, by letters patent dated the 13th day of January, One thousand eight hundred and forty-nine, Her said Majesty Queen Victoria was pleased to grant unto the said Company and their successors, the said Vancouver's Island, upon the condition and for the purposes of colonizing the same as therein mentioned. Reserving, nevertheless, to Her said Majesty Queen Victoria, her heirs and successors, full power to re-purchase and take from the said Company, subject to the provisions therein contained, the said Island, upon the expiration of a certain license granted to the said Company, for the exclusive privilege of trading with the Indians, which license has since come to an end;—

And whereas certain questions have arisen between the Crown and the Colony respecting the right of the said Company, to deal with or hold as their private property, the portions of land in the

said Island so occupied by them as aforesaid, before the date of the said royal grant of January, One thousand eight hundred and forty-nine ;—

And whereas, in order to settle and put an end to all such questions, the said parties hereto have mutually agreed to accept as conclusive the arrangements by way of compromise hereinafter contained :—

Now this Indenture witnesseth, and it is hereby mutually agreed between the said parties hereto, as follows :

1. That all sales made by the said Company previous to the first day of January, One thousand eight hundred and sixty-two, of any portions of the land so occupied by them in the Victoria district as aforesaid, before the Thirteenth day of January, One thousand eight hundred and forty-nine, including water frontages and the spaces between high and low water mark abutting on such portions of land, shall be valid and effectual as against Her Majesty, her heirs and successors.

2. That the Company shall retain for their own use and benefit the proceeds and purchase monies of all lands so sold by them as aforesaid.

3. That the said Company shall, without purchase, retain and hold to them and their successors for their own use and benefit, the following farm lands and hereditaments situate in the said Victoria district, in the said Island, that is to say : the farm known as the Uplands Farm, being reserve, marked No. 2, lot 31, and section 31, on the official plan of the said Victoria district, and containing about one thousand one hundred and forty four acres ; the farm known as the North Dairy Farm, being reserve, marked No. 3, lot 32, and section 32, on the said plan, and containing about seven hundred and twenty-four acres, the old spring and adjoining land, except one well set apart for the public use, as marked in the Company's plan, and lastly the portion of land in the said district known as the Fort Property, including the site of the Fort and the adjoining ground yet unsold, with the water frontage and foreshore immediately in front of the Fort, and now being in the possession of the said Company, save and except therefrom the unsold portion of the water frontage reserved for the use of the Harbor Master, being lot in the said last mentioned plan, and situated at the foot of

Fort street, in the town of Victoria, and measuring about fifty feet in width, and save also and except the site of the Police Barrack and yard, and the site and building (No. on the said plan) now occupied as a Post Office.

4. That the said last mentioned excepted site and water frontage reserved for the Harbor Master, and also the site of the Police Barrack and yard, and the building and site occupied as a Post Office, shall be forthwith conveyed and surrendered by the said Company unto and to the use of Her Majesty, her heirs and successors, provided always that if the Post office or any part thereof shall be found to stand on a portion of two lots, as marked in the said official plan, the whole of both lots shall be conveyed and surrendered to Her said Majesty, her heirs and successors.

5. That the whole of the remaining unsold lands in the said Victoria district, lying to the south and west of James Bay, including the site of the New Government Buildings as far as the old fence in the rear thereof, dividing it from a farm known as Bexley, Beckney, or Dutnell's farm, shall be forthwith conveyed and surrendered by the Company, unto and to the use of Her Majesty, her heirs and successors, save and except the site of the farm buildings and garden of the said Beckney or Dutnell's farm, which, with so much of the enclosed or immediately adjoining unsold land to the south thereof as will with the sites of the said buildings and garden amount in the whole to an area not exceeding fifty acres, exclusive of roads, shall be retained and held without purchase by the said Company and their successors, provided, nevertheless, that the selection of such last mentioned land shall, within eighteen calendar months from the date hereof, be arranged and concluded between the Governor of the colony on the one hand, and the Company's representative there on the other, in such manner that the fifty acres to be selected shall not interfere with the existing plans for laying out the locality, or with the roads and streets already laid down or to be laid down.

6. That there shall also be forthwith conveyed and surrendered by the said Company to Her Majesty, her heirs and successors, and assigns, reserves for the public park, the school, church and burying ground, containing in all about two hundred acres, except such portions thereof as may have been already sold, which are to remain,

as regards the Crown, in the undisturbed possession of the purchasers thereof.

In witness whereof, we, Thomas William Clinton Murdoch, and Stephen Walcott, Her Majesty's Emigration Commissioners, have hereunto set our hands and seals, for and on behalf of Her Majesty, and the said Governor and Company of Adventurers of England, trading into Hudson's Bay, have caused their corporate seal to be hereunto affixed the day and year first above written.

Signed, Sealed and Delivered } by the above named Thos. William Clinton Murdoch, and Stephen Walcott, in the presence of	}	(Signed,) T. W. C. MURDOCH, L.S.
		(Signed,) S. WALCOTT. L.S.
		(Signed,) CHRIS. T. CARTWRIGHT. 8 Park Street, Westminster.

The corporate seal of the above named Company, was hereunto affixed in the presence of

(Signed,) W. G. SMITH.
Hudson's Bay House, London.

By order of the Governor, Deputy Governor and Committee of the said Company.

(Signed) THOMAS FRASER.
Secretary.

F 21.

(Mr. Lander to Mr. Cushing.)

WASHINGTON D. C. }
August 26th., 1867. }

CALEB CUSHING,

DEAR SIR,—There are certain matters in reference to the case now pending between the Hudson's Bay Company and the United States, (which being mostly of record,) it seems to me could be ascertained and agreed upon without the formality of notice to you to produce copies of the record.

I therefore, on behalf of the Company, propose that you enter into an agreement substantially in this form:

1st. That for some portions of the tracts of land set out in the memorial as the lands of the Company at Astoria or Fort George, Coweeman, Nez Percé and Umpqua, patents have been issued by the United States to settlers thereon, that on other portions certificates of fulfilment of conditions of purchase have been issued to settlers on which patents are hereafter to be issued.

2nd. That wherever settlers have under the laws regulating the disposition of public lands of the United States, taken possession of lands set out as lands of the Company in the said memorial either at Colville or Fort Boisé, that those settlers have been officially recognized by the action of the officers of the Land Department of the United States, as holding under those laws.

3rd. That at Colville a survey has been made, or a contract for one has been entered into by the United States, which includes lands set out in the said memorial as belonging to the Company.

4th. That the lower portages of the Columbia River have not been excepted from the operation of the said land laws. That patents and certificates of fulfilment of conditions of purchase have been issued to settlers for the whole extent of the portage on the north bank of the river at the Cascades and for a portion of the distance on the south bank, and at the Dalles on the north bank of the river, at the western end of the portage on the intervening ground between the termini, and at the eastern end of the portage on the south bank of the river. And that the western end on the south bank of the river is taken under said laws as a town site.

5th. That at the portage at Prust Rapids settlers have taken possession of lands and have been officially recognized as settlers under the said land laws.

6th. That all the remaining portions of these tracts of land and portages, not now otherwise appropriated under and by virtue of the laws of the United States, are held subject to the operation of the said land laws of the United States, and open to settlement and purchase.

As to the lands at Chinook, Okanagan, Kootenais, and the land at the Kettle Falls portage we do not now propose to you

any agreement from want of positive information. We believe, however, that portions of some of these lands have been settled upon under the land laws.

The lands at Fort Hall are not mentioned, it being understood that they are included in an Indian Reservation.

This agreement has been proposed under the belief that the records of the General Land office show most of the facts mentioned in it, and that when such is not the case, that the records of the District Land offices show them. I have therefore to ask that you request the Commissioner of the General Land Office to allow the records of his office to be examined so far as they refer to the action of the United States, through the officers of its Land Department, to the land set out in the memorial of the Company.

I am with respect,

Yours truly,

EDWARD LANDER.

(Signed)

F 21 a.

(Reply.)

WASHINGTON, 6th September, 1867.

DEAR SIR.—Your letter of the 26th ult. has been received. Although verbal intimations on the subject, informally made by you, from time to time, during the last few weeks, had induced me to reflect thereon, still, when the letter actually came, and had been read, the character of its contents was found to be so extraordinary as to require some deliberation to enable me to determine in what precise terms to respond.

You are well aware that the evidence for the United States, in reply to that of the two Companies, is ready to be closed (subject to understanding as to a single witness), and would have been closed some weeks since, but for the expectation of this communication.

And yet, now, when the defensive evidence of the United States has been substantially completed, you propose to me to enter upon a new and large field of enquiry, the prosecution of which would in

effect re-open the case of the claimants, and, of course, re-open that of the United States, and require indefinite investigation in this city, and in the State of Oregon, and the Territory of Washington, not as to the action of the General and District Land Offices only, but as to the possible acts of settlers in Oregon or Washington, in supposed relation to Astoria or Fort George, Coweeman (Cowlitz), Nez Percé, Umpqua, Colville, Fort Boisé, Chinook, Okanagan, Kootenais, Kettle Falls, Fort Hall, the Cascades, Priest's Rapids, and numerous points on the Columbia river, indicated by the uncertain designation of "Portages."

Each and all of the many places thus named, and of the many other places not named, and of the doings, or contemplated doings, of individual settlers whose names are not mentioned by you, would necessitate special investigation of localities, known and unknown, of persons, and of the boundaries of supposed adverse occupations or possessions, involving hundreds, and, it may be, thousands of particular lines of inquiry, the extension and volume of which it is wholly out of my power to appreciate or even conjecture.

The claimant Companies occupied about twelve months in the collection of evidence and the proof of their claims, and then gave notice that they had closed their case.

The United States next proceeded to take defensive evidence.

You now make to me a communication which, in effect, appears to assume that, as to all the local claims of the Hudson's Bay Company, except at Vancouver, the Company, while exhausting itself for a year, in the attempt to show by estimation the value of its claims, omitted to lay groundwork for such evidence by showing that the United States had ever constructively failed to protect the possessory rights of the Company, if such they had, as to any of their establishments other than Vancouver.

Proof of all this, if any facts bearing on the point exist, belonged to the opening of the case of the Company, and should, as it seems to me, have then been presented.

If any such proof exists in the archives of the Government, it should have then been called for specifically.

In which relation it is proper for me to remind you that at a very early period in the prosecution of the cause, the counsel for

the Company were expressly informed that any documents material to their case, which might be in the possession of the United States, would be readily furnished, on being called for by specification; for the United States have at all times been ready cheerfully to afford to the Company all the facilities in its power towards the due presentation of the case to the Commissioners. But no intimation was made by the Company, during the year it was taking evidence, of any desire to prosecute the inquiries, or obtain the documents referred to in your letter of the 26th ult.

And if proofs of this nature exist outside of the archives of the Government (as much of the matter suggested by you must do, if favorable at all), then such proofs, it seems to me, should have been produced by the Company during the year in which it was taking evidence in Washington and Oregon, in this city, and in Canada.

If that had been done, the United States would, during its year, have had opportunity to take responsive evidence as well in Washington and Oregon as here.

Whether the Company omitted from inadvertence to introduce these matters of affirmative proof, or whether really no such facts exist, is immaterial at this stage of the cause. Then, at any rate, was the time for the Company to put in whatever it might have desired or been able to prove, as the foundation of any claim whatever, in the premises against the United States.

Having omitted to do this during that year, the Company now at the end of a second year, request the United States to admit, by agreements of great particularity and broadly comprehensive terms, what the Company could not or did not prove, and by such admissions to make out for the Company that which it does not otherwise exhibit in this respect, namely, some show of case against the United States.

In addition to all this, the Company now, by your communication, request to be allowed to enter upon a voyage of adventure and exploration up and down the records of the General Land Office—and also the records of the District Land Offices in Washington and Oregon, in order thus, peradventure, to make some discovery, which may or may not haply result in advantage to the Company.

Such is the general exploration distinctly proposed in the con-

cluding part of your letter of the 26th, in addition to the agreements on evidence proposed in the body of the letter.

As to the proposed exploration of the General Land Office, and of the District Land Offices, to undertake that at all is to open the whole case as well for the Company as the United States.

As to what acts may or may not have been performed or attempted at the numerous places you name, and the apparently still more numerous places not named, by private persons not named, that also is to re-enter the field of oral evidence in Oregon and Washington.

Does the Company desire and propose thus to re-open the case, by instituting extensive new inquiries of fact partly official, and partly unofficial, in Oregon and Washington as well as in this city?

If so, it would seem that the Company should apply to the Commissioners for an extension of time, in which to take evidence on both sides.

At the meeting of the Commissioners in May, it was in effect understood, that, unless applications should be made by the United States for further time, then, at the close of the evidence of the United States, at that time being taken, nothing would remain save the question of rebutting evidence on the part of the Company or surrebutting on the part of the United States.

Such instructions of the Commissioner of Public Lands as have come to my knowledge, and seemed to me material, have already been filed as part of the documentary matter of the United States.

But the wide exploration of the records of the General and District Land Offices, and of the acts of individuals in relation to applications for land grants in Oregon and Washington, or possession of lands possibly affecting the Company, is in no sort or sense rebutting evidence. It is new matter, and matter affirmative in its character, and matter, the investigation of which would require so much additional expense of money and time as emphatically to require that question in this behalf be submitted to the Commissioners, in order that they shall determine whether at this time to permit such re-opening of the case of the Company.

If it be the judgment of the Commissioner that, for the objects proposed, and at this time, it is proper to re-open the case, and to go into evidence *de novo* on both sides, no exception will be taken

on the part of the United States. And, in that event, all possible inquiry will be made in General and District Land Offices, upon any and every definite matter which may be specifically indicated by the Company.

As to the six or seven circumstantial and particular agreements of supposed or conjectured facts of the imagined action of the Land Offices, or of the imagined purposes or acts of settlers at Astoria, Coweeman, Nez-Percé, Umpqua, Colville, Fort Boisé, the Cascades, Priest's Rapids, Chinook, Okanagan, Kootenais, Kettle Falls, and various unspecified portages and other places in Oregon and Washington which are propounded for my signature, it is impossible for me to gratify the Company in this respect.

First, I am not informed that the numerous and various things indicated in those proposed agreements have ever been done, either by the United States or by the settlers in Oregon and Washington.

Of course, as at present advised, I positively deny and contradict each and all the assertions in this respect set forth in the proposed agreements, or in other portions of your letter, and more especially the assumption that the General Land office of the United States has, by action or permission, made, or allowed to be made (*sic*) and titles in violation of rights of the Hudson's Bay Company.

I do not suppose or suggest that the Company bring forward this matter at so late a day merely to raise color of evidence, for what is not fact and of course cannot be proved. But the tenor of your letter, which while not in explicit language asserting, yet intimates "belief" that some of the many things set forth may appear by the records, either of the General Land office or District Land offices, seems to necessitate a formal contradiction of these multitudinous implications or assumptions in order to preclude inferences prejudicial to the United States.

Secondly, if any facts whatsoever exist of the matter indicated by you, they should be proved circumstantially by the Company, in the usual forms of evidence, with opportunity of cross-examination and contradiction by the United States.

I have been disposed at all times to accommodate the Company by waiving questions of forms, and entering into such agreements in that respect as the Counsel for the Company might desire; but it does not appear to me that the spirit of accommodation requires

me to make a series of detailed admissions, such as your letter requests me to do, in order to supply the Company with matter of claim, which it could not or did not provide by proper proofs at the proper time, and thus, in effect, out of nothing to create a case for the Company.

I must therefore decline voluntarily to embark at this time on the deep sea of the exploration of the records of the General District Land offices, which the Company now propose, or to enter into the vague and various agreements as to conjectural facts, official or unofficial, which are likewise preferred by the Company.

Yours truly,

(Signed)

C. CUSHING.

F 21 b.

(*Mr. Day to Mr. Lander.*)

MONTREAL, 20th September, 1867.

MY DEAR SIR:— I have received a copy of your letter of the 26th August last, addressed to Mr. Cushing, and of his answer dated 6th September. He characterizes the contents of your letter as extraordinary, I think without reason, and must confess his answer has caused me a good deal of surprise. He commences by saying that the expectation of your communication delayed for some weeks the closing of the evidence for the United States. I am at a loss to discover why it should have had that effect, as I am also to understand certain other portions of his answer containing statements and assumptions not warranted by any thing which I find in your letter. It would be useless, however, to enter upon any discussion of these, as the plain meaning of the answer under them all, is a refusal to make admissions or to grant access to official papers which would supply their place.

I did not anticipate that objections would be raised on behalf of the United States Government to the simple and inexpensive mode proposed by you of putting before the commissioners notorious facts known to its officers or shown by its public records. If, however, it be deemed essential to the interests of that Govern-

ment to exclude this kind of proof, we may safely dispense with it; for although it would be convenient to present the facts in a compact form before the commission, yet they are of minor importance in the case; and moreover, most of them, in so far as they can be useful, are sufficiently established either by direct proof or by obvious and necessary presumptions.

We had much better forego the additional evidence than expose the Claimants to a prolongation of the great delays already suffered. It is therefore unnecessary that you should make any further application in this matter.

I remain,

Yours faithfully,

CHAS. D. DAY.

To the Honorable }
Edward Lander, }
Washington, D. C. }

F 22.

(*Newspapers filed in the Hudson's Bay Company's Case*)

"*Pacific Tribune*," Olympia, W. T. referred to in deposition of R. H. Hewitt.

No. 1.—June 24th, 1865. Editorial. Extract:—

"A BIG SWINDLE.—On our outside will be found the official account of the Puget Sound Agricultural Company, as rendered to the Commission now in session at Washington city. We have a similar account rendered by the Hudson's Bay Company, which we will publish next week. It will be seen that the two together amount to the enormous sum of *five millions* (\$5,000,000) of dollars. Want of time and space prevents further notice, at present, of this attempted outrage and swindle. We shall take up this subject in a future number."

No. 2.—July 22nd, 1865. Editorial. Extract:—

"THE CLAIMS OF THE HUDSON'S BAY AND PUGET SOUND AGRICULTURAL COMPANIES.—We feel it our duty to warn the General Government, and the people of the United States, of the stupendous

fraud, to the extent of five millions of dollars, now being attempted upon the National Treasury, by these two Companies, for indemnity for their rights, real or supposed, under the Treaty between the United States and Great Britain, of June 15th, 1846.

“We will, at least, have done our duty as journalists, when we advise our people of what is being attempted; and we invoke those who were in Oregon in *early days*, to come forward and cause their testimony to be made known, as to the value of the trading-posts, trade, &c., so that this mammoth swindle may be defeated. * * * We call now upon those who have knowledge to advise him (Mr. Johnson) of that knowledge so that their testimony may be secured.

“In order to show the flagrancy of this bold *raid* up on our National Treasury, we propose taking up the two memorials in detail. * *

“The said Company had no fee in the soil; they could acquire none under their “license of trade,” their permission to come to Oregon to trade with Indians for furs and peltries, outside the Hudson’s Bay Territory. But while we believe *nothing* is due said Company, for *possessory rights* of which they have had the full enjoyment, we purpose, in a succeeding article, to examine their *schedule* of charges for their various posts, and show the audacity of this Company in their measure of valuation.”

No. 3,—July 29th, 1865. Editorial. Extract:—

“Thus it must be plain, that the grant ceased on the sole sovereignty being conceded by Great Britain to be in the United States, and that from and after August 5th, 1846, the Company should *really* pay *rent* to the United States, for the use of the lands they *occupied* for the purposes of carrying on their trade. We are sure that those who were here from 1840 down to the present time will bear willing testimony ~~that~~ the permission, till their lease expired, by the United States, for this pampered monopoly to “harass our people and eat out their best substance,” was more than ample remuneration for any legitimate or “*lawfully acquired*” possessions under that grant for purposes of trade (and to that they must be confined) which they held in the *then* Oregon, North of the Columbia river.”

“The Company can make no claim which will be *recognized* south of the Columbia river, for the sovereignty there was not

disputed. The United States title south of the Columbia was fully recognized, and conceded by the company, ample proof of which is contained in the report before quoted (*passim*). As to the improvements they made of the grant, we object to paying them *tribute*. "This does seem like adding insult to injury" and we, in all humility, ask, will our Government pay these vampires for endeavoring to render Oregon a British territory? Sir George Simpson, Governor of the Hudson's Bay territory, thus addresses J. H. Pelly, Esq., Governor of the company on the 1st of February, 1837, as to their *motive* in reference to the country west of the Rocky Mountains; *The possession of that country to Great Britain may become an object of very great importance, and we are strengthening that claim to it, (independent of the claims of prior discovery and occupation for the purpose of Indian trade) by forming the nucleus of a colony through the establishment of farms and the settlement of some of our retiring officers and servants as agriculturalists.*" Is the United States to pay for this *disputing* their sovereignty through so many years? The memorial would be complete, did it ask to settle an annuity of a million of dollars on these parties, who for their own aggrandisement sought to despoil our government of its territory and came so near embroiling the two nations in war. We expect if the company have the privilege they will amend their memorial, to ask for pay to the St. Albans raiders, or to the *Alabama* and *Shenandoah*, for *similar* disposition to weaken the resources of our nation. The latter claims are full as just, as is this wicked attempt to recover five millions of dollars, because a *fraud* was perpetrated in 1846, as to the *status* of these two companies in Oregon.

No. 4.—September 9th, 1865. Editorial:

"A WHINING APPEAL."

Extract.

"It is a great mistake then, to suppose that this *incubus* will be sooner removed by paying exorbitant, rather than fair prices for these claims. And we caution all, especially the settlers on the H. B. & P. S. A. Co's claims, not by any *unwise* act of their own, or by any stimulated testimony, to enhance the cost to the govern-

ment of those lands beyond their *honest and true value* ; for with a proximate regard to cost, these lands *may* be offered to the settlers at something like *their own valuation made under the solemnity of an oath.*"

No 5—September 16th, 1865.

Letter from Jesse Applegate to A. C. Gibbs, Gov. of Oregon ;
as follows :

HUDSON'S BAY COMPANY'S CLAIM.

Yoncalla, Ogn, Aug. 6, 1865.

Dear Sir :—Were I one of the Commissioners, I would *refuse* to consider the claims of the H. B. Co., as based upon the Memorial of which you have sent me some copies. It is full of misrepresentation, if not of downright falsehood.

The Company never had, nor never could have had an *exclusive* right to any thing in this country under the joint occupation that subsisted prior to the 15th of June, 1846. Under that arrangement, neither Briton nor American could acquire a right to the soil, nor an exclusive right to anything else—both parties were "squatter" on lands to which the Indian title still existed. Nor does possessory rights in such case extend beyond the spot actually built upon and enclosed—all outside of enclosures is perfectly free to any one, white or red. This is the law of neutral ground along the border everywhere—even on our own undisputed domain, the squatter held only what he enclosed until congress, by preemption laws, extended his claim to a definite area, and, in case a place or spot was abandoned by one occupant, either building or enclosure might be occupied by the next comer.

As far as I know, no one acting by authority of the United States has ever disturbed the Hudson's Bay Company in its possessions ; has ever interfered with its navigation of the Columbia ; with its trade ; or prevented its animals from grazing on the common. It has, in every case, abandoned its posts south of the 49th parallel, voluntarily.

The year 1856, I believe, terminated its license under the British Crown, and its sojourn in Oregon being but temporary from the first, its improvements have all been temporary also. Vancouver, the most valuable of its possessions, was an ill arranged mass of old tumbled-down buildings of rotten wood at the date of the treaty. Some of them were propped up to prevent them from falling, as far back as 1843. Of Fort Umpqua (to my knowledge) what remained of it, after the fire, was rotten and worthless. For three years before it was abandoned, the improvements, with a section of land attached, only brought a rent of \$100 per annum—a positive proof of value as the improvements paid a rent of only ten per cent. on \$1000—yet I see by the Memorial the Company values Fort Umpqua at £5,000 !!

I entertain high respect and esteem for many of the gentlemen of the H. B. Co. I have no prejudice against them but this claim is preposterous. Except the annoyance suffered from soldiers quartered near its posts, the Cō. has had nothing to complain of either from the American Government or American people. It abandoned none of its posts until they ceased to be profitable. The improvement left was of no further value to it—of no value whatever, to the United States.

The Company's improvements I do not believe cost one tenth of what is claimed for them, and when the Company abandoned them they were not worth one tenth of what they would have been if new, and the changed circumstances of the country requiring no such structures, they were of no value whatever.

I am, therefore, of opinion, the H. B. Co. is not entitled to any compensation from the United States for their possessory rights south of the 49th parallel, except where military posts have been established at its places of trade, and this should not exceed a fair consideration for the use of the premises occupied up to the expiration of their license to trade on this side of the continent. As I understand it, the right of the H. B. Co. to trade outside the waters of Hudson's Bay was by license expiring every twenty years. This Company could claim no more from our government than was granted to it by its own. It is a well known fact, that up to the time its license expired, in no case had the Co. been ousted by the United States from any of its possessions or prevented

from the full enjoyments of any right it had under the treaty of joint occupation.

Very respectfully yours,

JESSE APPLGATE.

A. C. Gibbs, Gov. Oregon.

No. 6.—October 14, 1865.

“Hudson’s Bay Co. Claims Against the United States. Notice to witnesses in behalf of Government.”

(MR. JOHNSON’S CARD.)

Extract.

* * * * *

“In the meantime I shall be glad to receive information, by letter, from all those who have facts of their knowledge which will be of advantage to the government. All such communications will be carefully preserved, gratefully acknowledged, and insure the examination, I hope, sooner or later, of all who have information pertinent to the issue.

Very respectfully,

Your obed’t servant,

W. C. JOHNSON.”

Editorial Extract.

“We urge the old settlers who were present in the Territory prior to 1846, and shortly thereafter, or those who have knowledge, to respond to this call.” * * * *

“We trust our people will not be backward in responding to Mr. Johnson’s card.”

“*Astoria Marine Gazette*,” Published at Astoria, Oregon.

No. 7—August 22nd, 1865.

Extract.

“HISTORY OF OREGON” REFERRED TO IN DEPOSITION OF W. H. GRAY.

“In 1832, this entire country, from the Russian Settlements on the North, to the Gulf of California on the South, the Rocky Moun-

tains on the East, Sandwich Islands on the West, was under the absolute and undisputed control of the then honorable (?) Hudson's Bay Company; and the said honorable Hudson's Bay Company claimed and exercised exclusive *civil, religious, political and commercial* jurisdiction *to, in, over, around, about, below and above* all of the aforesaid named and described country."

No. 8—November 7th, 1865.

Extract.

"HISTORY OF OREGON" (*Continued.*)

"This Company is not satisfied with the privilege they have had of robbing the natives of this coast, their French and half-native servants, the American settlers, and their own countrymen while dependent upon them, but now when they can no longer rob and steal from half a continent, they come to our Government at Washington and make a demand for five millions of dollars, for giving up this bare-faced, open robbery of a whole country they never had the shadow of a right to. It is possible the Hon. Commissioners may admit this arrogant and unjust claim. If they do one single farthing of it, they deserve the curses due to the Company, who have done nothing but rob the native inhabitants of all their labor, their own servants they brought to it, the country of all they could get from it that was of any value to them, and the nation upon whom they call for any amount, be it great or small."

No. 9—August 6th, 1866.

"HISTORY OF OREGON." (*Continued.*)

Alleged interview between Dr. Whitmore and Mr. Filmore, and Mr. Webster, in 1842. See deposition of Mr. W. H. Gray, p. 122-3.

"*Morning Oregonian*," Published at Portland, Oregon:

No. 10—August 8th, 1866.

"THE HUDSON'S BAY COMPANY AND THE UNITED STATES."

Extract.

"Several witnesses on the part of the United States have given testimony in the case, and as it is a matter of great magnitude and

importance, several persons who knew of facts calculated to thwart the efforts of the companies in their attempts to gather their golden fleece from the Treasury of the United States, have rendered such aid as Mr. Johnson could desire, and very much more evidence was offered than was really necessary to prove the immensity of the proposed swindle."

No. 11.—November 24th, 1866.

Extract.

"SHIP-BUILDING ON PUGET SOUND"

"The *Bulletin* publishes a short article setting forth the practicability of commencing an extensive system of ship building on Puget Sound. The subject is an important one, and the business might be made to yield a great profit to that section and to the whole Pacific coast. Nowhere in the world are there better facilities for ship building than at Puget Sound. There is timber at hand in unlimited quantities of a quality not surpassed, if equalled, elsewhere on the continent. Spars are now sent from Puget Sound to all parts of the world: it is readily conceded that they are the finest that can be anywhere obtained. Lumber is shipped from there in great quantities, both to domestic and foreign ports, by vessels built and owned elsewhere. Now the question arises, why cannot vessels be built on the Sound, freighted with sawed lumber, and spars, dispatched to the principal ports of Europe or wherever there is a market, and sold at a profit, vessel and cargo together? Suppose the principal millmen of the Sound were to undertake this business, they would give employment to their mills, sell their lumber, carry it to market and have the whole profit of these transactions besides the profit of the sale of their vessels. This business is largely carried on on the North Atlantic coast, where the facilities for it are no better, if so good, as on Puget Sound. The *Bulletin* seems to be mistaken in one particular, as it thinks there is not enough of oak on the Sound for knees and frames. We believe there is a great abundance of oak timber in that locality for these purposes. There is timber enough of every kind needed for the building of the best ships, and the day will come when this fact will be thoroughly demonstrated. The *Bulletin* conceives, and rightly as we think, that the millowners on the Sound would find it cheaper to

build vessels, freight them and sell vessel and cargo abroad, than to charter vessels, to come into their waters in ballast to load for the French and English dockyards.”

No. 12.—December 5th, 1866.

Extract.

“SHIP BUILDING ON THE SOUND.—A letter from Steilacoom to the *Vancouver Register* contains the following paragraph :

“An earnest effort will be made to do something at this place in the ship-building line, next spring. There is at present one ship-yard here, at which there is now on the stocks a fine schooner of about 150 tons. Mr. H. G. Williamson, the proprietor of this yard, has already built two vessels here, one of which, the *Eliza Walker*, recently returned from a very successful cod-fishing voyage. The vessel he is now building is designed for the same business. She will be ready to launch about the last of December next ; and as soon as practicable thereafter, he will lay the keel for another vessel. Several parties have been mentioned to me as contemplating coming here to engage in ship-building, and I have no doubt we shall soon have another yard established. For this business Steilacoom affords very superior facilities, having a spacious harbor, no sea, no rocks, bold shores, and lumber delivered at the low price of eight dollars per thousand feet. Vessels can be built here, I am informed by practical men, at less than \$25 per ton ; of course, exclusive of rigging. Surely, with these advantages, Steilacoom ought to do something in the way of ship-building, and would do much with the aid of a little capital. I will state here that I am authorized by a mill proprietor to offer lumber to build vessels at the mill (a very suitable place for the purpose) at \$5 per thousand ; the mill proprietor taking interests in the vessels built to the amount of the lumber bills. To a builder of limited means this is certainly a good chance.”

No. 13.—January 7th, 1867.

Extract.

“VANCOUVER ITEMS.”

“On the authority of Bro. Struve, we are able to state that the town of Vancouver has eight general merchandise establishments,

two variety stores, two drug stores, one boot and shoe store, three tobacco stores, one stationery store, four hotels, three restaurants and boarding-houses, ten saloons, three churches, (Episcopal, Methodist, and Catholic,) two meat markets, two livery stables, one college, one boarding-school for young ladies, one orphan asylum, six lawyers, three physicians, three brokers, one printing office, two blacksmith shops, one tinware store and shop, one telegraph office, one match factory, two wagon and carriage manufactories, sixteen carpenters, one brewery, two paint shops, three tailor shops, four brick masons, two daymen, one post-office, one public school, a Register and Receiver's office, one barber shop, one vegetable and feed store, one brickyard, one lumber yard. The balance of the population are engaged as clerks, laborers, teamsters, gentlemen of elegant leisure, grass widows, portable saw-mills, &c., &c. The whole population within the corporate limits is about 1,500; which estimate does not include the persons in the military service.

"The Vancouver Register :" Published at Vancouver, W. T.
No. 14.—January 12th, 1867.

Extract.

"ST. HELEN vs PORTLAND."

Exclusive right of way over the portage at the Cascades granted by charter to American citizens. Also further extract.

"JUST SO. As conclusive evidence of the fact that Vancouver has "gone in," we call attention to the fact, that at a public auction of real estate held last week, one unimproved lot 45 x 100 feet in size, sold for the paltry sum of \$1,245 in U. S. Gold Coin. It was bought by Crawford Slocum & Co. These gentlemen will in all probability erect upon this lot a large brick building early next spring for business purposes. Of course, Vancouver has "gone in."

"Daily Morning Chronicle :" Published at Washington, D. C.
No. 15.—July 20th, 1867.

Extract.

"Indian Reservations."

"Hon. Joseph S. Wilson, the commissioner of the General Land Office, has just sent to the Surveyor General of Idaho, instructions

to lay down upon the connected map of his surveying district, and protect from interference, the following described tracts of land in Idaho Territory, set apart for Indian Reservations, pursuant to the order of the President, dated June 14.

* * * * *

2. The reservation for the Boisé and Bruneau bands of Shoshones, in Southern Idaho, south of the Snake and Blackfoot rivers, embracing Fort Hall within its limits, and containing about 180,000 acres."