

MEMORIALS

PRESENTED TO THE

COMMISSIONERS,

UNDER THE TREATY OF JULY 1, 1863,

BETWEEN

GREAT BRITAIN AND THE UNITED STATES,

FOR THE

FINAL SETTLEMENT OF THE CLAIMS

OF THE

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

PRESENTED APRIL 17, 1865.

WASHINGTON:
GOVERNMENT PRINTING OFFICE.
1865.

Officers of the Commission.

COMMISSIONERS.

On the part of the United States—

ALEXANDER S. JOHNSON.

On the part of Great Britain—

JOHN ROSE.

U M P I R E.

BENJAMIN R. CURTIS.

C O U N S E L.

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CALEB CUSHING.

On the part of Great Britain—

CHARLES DEWEY DAY.

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MEMORIAL

OF THE

HUDSON'S BAY COMPANY.

British and American Joint Commission on the Hudson's
Bay and Puget Sound Agricultural Companies' Claims.

To the HONORABLE THE COMMISSIONERS:

The Governor and Company of Adventurers of England, trading into Hudson's Bay, commonly called the Hudson's Bay Company, claimants, submit the following memorial and statement of their claims upon the United States; and for facts and considerations in support of such claims, respectfully declare :

That, in the year 1846, and for a great number of years previous thereto, the Hudson's Bay Company were in the free and full enjoyment, for their own exclusive use and benefit, of certain rights, possessions, and property of great value, within and upon the Territory of the Northwest Coast of America lying westward of the Rocky Mountains and south of the 49th parallel of north latitude; such rights consisting as well in extensive and valuable tracts of land, whereupon numerous costly buildings and enclosures had been erected and other improvements had been made, and then subsisted, as of a right of trade which was virtually exclusive, and the right of the free and open navigation of the river Columbia within the said territory.

That the rights, possessions, and property thus held and enjoyed by the Hudson's Bay Company, had been acquired while the said territory was in the ostensible possession and under the sovereignty and government of the crown of Great Britain, and the company held and enjoyed the same with the knowledge and consent, and under recognitions, both express and implied, of the crown of Great Britain, and by persons acting under its authority.

That, by the treaty concluded between Great Britain and the United States of America on the 15th day of June, 1846, while the Hudson's Bay Company were in the full and free possession and enjoyment of their said rights, it was in effect declared to be desirable for the future welfare of both countries, that the state of doubt and uncertainty which had theretofore prevailed respecting the sovereignty and government of the territory on the northwest coast of America lying westward of the Rocky Mountains, should be finally terminated by an amicable compromise of the rights mutually asserted by the two parties, upon such terms of settlement as might be agreed upon; and thereupon, by article I. of the said treaty, the line of boundary to be thereafter observed between the territories of Great Britain and those of the United States of America, then in question, was established by mutual compromise and agreement.

That, by article III. of the said treaty, it was provided: That in the future appropriation of the territory south of the 49th parallel of north latitude, as provided in article I. of the said treaty, the possessory rights of the Hudson's Bay Company, and of all British subjects who might be already in the occupation of land or other property lawfully acquired within the said territory, should be respected; and by article II. of the same treaty it was further provided, that from the point at which the 49th parallel of north latitude should be found to intersect the great northern branch of the Columbia River, the navigation of the said branch should 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 Columbia, and thence down the said main stream to the ocean, with free access into and through the said river or rivers, it being understood that all the usual portages along the line thus described should in like manner be free and open.

That, under the settlement of the boundary line agreed upon by the said treaty, and defined by the first article thereof, the said territory, whereof the Hudson's Bay Company then had the actual and exclusive control, possession, use, and enjoyment as

aforesaid, fell within and under the sovereignty and government of the United States; and under a just construction of the said treaty, and of the obligation therein assumed, that the possessory rights of the Hudson's Bay Company should be respected according to the true intent and meaning of the same, the United States became and were bound to uphold and maintain the said company in the free, undisturbed, and continual occupancy, use, and enjoyment of all the rights, possessions, and property then by them possessed and held, and to protect and indemnify them from aggression and injuries, by or through any person acting, or claiming to act, under the authority or the laws of the United States.

That the rights which the United States were so held to respect, and in the enjoyment of which they were bound to uphold and maintain the company, consisted of:—

First. The free and undisturbed possession, use, and enjoyment in perpetuity, as owners thereof, of all the posts, establishments, farms, and lands held and occupied by them for purposes of culture or pasturage, or for the convenience of trade, with all the buildings and other improvements thereupon.

Secondly. The right of trade in furs, peltries, and other articles, within and upon the whole of the said territory, and the right of cutting timber thereupon for sale and exportation.

Thirdly. The right to the free and open navigation of the Columbia river, from the point at which the 49th parallel of north latitude intersects the Great Northern branch of the said river down to the ocean, with a like free and open use of the portages along the said line.

That the said rights have not been respected according to the terms of the said treaty and the obligation of the United States resulting therefrom; but, on the contrary, by and through the aggressions and proceedings of persons acting, or claiming to act, under the authority of the government, or of the laws of the United States, have been violated and restricted, and in great part extinguished and destroyed; and the company, by reason of

the said aggressions and proceedings, have been compelled in many cases to relinquish the same.

That, by the treaty concluded on the 1st day of July, 1863, it was agreed that all questions between the United States authorities on the one hand, and the Hudson's Bay Company on the other, with respect to the possessory rights and claims of the latter, should be settled by the transfer of those rights and claims to the government of the United States for an adequate money consideration.

And the claimants now submit a detailed statement and valuation of the said rights, severally, under their distinct heads or classes; and of the claim of the Hudson's Bay Company under and by virtue of the said treaty and of the premises herein set forth:

I. LANDS AND TRADING ESTABLISHMENTS.

The forts, posts, establishments, farms, pastures, and other lands, with the buildings and improvements thereupon, held and possessed within the said territory by the Hudson's Bay Company, for their own sole use and benefit, at the time of the said treaty of the 15th June, 1846, and for a long time before, which had, in some instances, been acquired from prior occupants, and, in others, had been erected and made, and originally settled and occupied by the company, were as follows:

The post at VANCOUVER, so called, consisting of a stockaded fort, with dwelling-houses, store-houses, school-houses, houses for servants, shops, barns, and other outbuildings, with a stockade and bastions, erected at great cost, and of the value of fifty-five thousand pounds sterling, (£55,000;) other dwelling-houses and granaries, dairies, barns, stables, and farm buildings appurtenant to the said post for the purposes of farming and trade, built at various points near to the main post at Vancouver, and on Sauv 's Island, together with saw-mills and flouring-mills, forges, workshops, and store-houses, all erected at a great cost at the time, and of the value of forty-five thousand pounds sterling, (£45,000;) the tract of land occupied, possessed, and

used by the company for its post at Vancouver, including its stations, enclosed and cultivated fields, and the pasturage for its cattle, horses, and sheep, extending in front along the bank of the Columbia River about twenty five miles, and backward from the said river about ten miles; and Menzies' Island, so called, occupied and used for pasturage; these tracts of land, with the agricultural improvements made thereupon, at a great cost, were, at the time of the said treaty, of the value of seventy-five thousand pounds sterling, (£75,000.)

The said several sums, making together the entire sum of one hundred and seventy-five thousand pounds sterling, (£175,000,) equal to eight hundred and fifty-one thousand six hundred and sixty-six dollars and sixty-seven cents, (\$851,666.67,) the claimants aver to be the value of the fort, buildings, land, and establishment, at and near Vancouver and on Sauv 's Island, which they are entitled to claim and receive for the same.

A large portion of the land thus occupied, possessed, and used has, since the 15th day of June, 1846, been taken from the possession of the company by American settlers claiming under the land laws of the United States, and the company was dispossessed of the fort and establishment at Vancouver, and the land near thereto, by the orders of the military officers of the United States, in the year 1860.

The post at CHAMPOEG, consisting of one dwelling-house, one granary, and outbuildings, all of the value of three thousand pounds sterling, (£3,000;) and of the enclosed land of the value of two hundred pounds sterling, (£200;) and, in addition, certain town lots in the town of Champoeg, purchased of American settlers, of the value of two hundred pounds sterling, (£200;) making together the entire sum of three thousand four hundred pounds sterling, (£3,400,) equal to sixteen thousand five hundred and forty-six dollars and sixty-seven cents, (\$16,546.67.)

The post at the mouth of the COWELITZ RIVER, consisting of dwelling-house, granaries, and outbuildings, erected by the company, of the value of four hundred pounds sterling, (£400;) and the land occupied and used by them, of the value of one hundred

pounds sterling, (£100;) making together the entire sum of five hundred pounds sterling, (£500,) equal to two thousand four hundred and thirty-three dollars and thirty-three cents, (\$2,433.33.)

The post at FORT GEORGE, commonly called Astoria, consisting of dwelling-houses, store-houses, and outbuildings, acquired by the company from the prior occupants, of the cost and value of seven hundred and fifty pounds sterling, (£750;) and two acres of land whereupon the said post is built, and thereto appertaining, possessed and used by the company, and being of the value of one hundred pounds sterling, (£100;) making together the entire sum of eight hundred and fifty pounds sterling, (£850,) equal to four thousand one hundred and thirty-six dollars and sixty-seven cents, (\$4,136.67.)

This post was taken possession of in 1849-50 by the officers of the United States.

The post at CAPE DISAPPOINTMENT, consisting of a dwelling-house and store erected by the company, of the value of one thousand pounds sterling, (£1,000;) and the land appertaining to the post occupied, used, and possessed by them, being one mile square, and of the value of two thousand pounds sterling, (£2,000;) making together the entire sum of three thousand pounds sterling, (£3,000,) equal to fourteen thousand six hundred dollars, (\$14,600.)

The last-mentioned land, or a portion of it, since the date of the said treaty, was taken possession of by the officers of the United States for a light-house or other public purpose.

The post at CHINOOK or Pillar Rock, a fishing station, consisting of a curing-house erected by the company, of the cost and value of two hundred pounds sterling, (£200;) and the land used and occupied by them for said station, of the value of one hundred pounds sterling, (£100;) making together the entire sum of three hundred pounds sterling, (£300,) equal to one thousand four hundred and sixty dollars, (\$1,460.)

The post at UMPQUA, consisting of dwelling-house, barn, stables, and outbuildings, erected by the company, of the cost and value of three thousand pounds sterling, (£3,000;) and the

land used and occupied by them for farms and pasturage, being a mile square in extent, a portion of which was fenced and cultivated, all of the value of two thousand pounds sterling, (£2,000;) making together the entire sum of five thousand pounds sterling, (£5,000,) equal to twenty-four thousand three hundred and thirty-three dollars and thirty-three cents, (\$24,333.33.)

The whole of this last-mentioned land is now occupied by an American settler, claiming to hold the same under the laws of the United States.

The post of NEZ-PERCÉS, commonly called Walla-Walla, consisting of two dwelling-houses and servants' houses, store-houses, and other buildings and outbuildings, walls and bastions, all built by the company, of adobe brick, and of the cost and value of three thousand two hundred pounds sterling, (£3,200;) the land on the Columbia river occupied and used as belonging to the said post, and also the land along the bank of the said river used for the landing of the company, of the value of ten thousand pounds sterling, (£10,000;) the lands surrounding the fort, used as pasturage, of the value of two thousand pounds sterling, (£2,000;) the farm near the post, being of some thirty acres, more or less, in extent, of the value of one thousand five hundred pounds sterling, (£1,500;) making together the entire sum of sixteen thousand seven hundred pounds sterling, (£16,700,) equal to eighty-one thousand two hundred and seventy-three dollars and thirty-three cents, (\$81,273.33.)

This post and the lands were abandoned by the servants of the company under the orders of the United States authorities in 1855.

The post at FORT HALL, consisting of houses, shops, stores, mills, and outbuildings, horse parks and walls, all of adobe brick, and of the value of three thousand pounds sterling, (£3,000;) the lands enclosed and cultivated, of the value of one thousand pounds sterling, (£1,000;) and the lands occupied and used for the pasturage of horses and cattle, of great extent, and of the value of one thousand pounds sterling, (£1,000;) making together

the entire sum of five thousand pounds sterling, (£5,000,) equal to twenty-four thousand three hundred and thirty-three dollars and thirty-three cents, (\$24,333.33.)

This post was necessarily abandoned by the company on account of hostilities between the United States and the Indian tribes in 1856.

The post at BOISÉ, consisting of houses and outhouses, buildings, wall and bastions, and horse parks, all built of adobe brick, and of the cost and value of one thousand five hundred pounds sterling, (£1,500;) about three miles square of land around the post, used and occupied by the company for the purpose of agriculture and pasturage, all of the value of two thousand pounds sterling, (£2,000;) making together the entire sum of three thousand five hundred pounds sterling, (£3,500,) equal to seventeen thousand and thirty-three dollars and thirty-three cents, (\$17,033.33.)

This post was necessarily abandoned by the company in consequence of the hostilities between the United States and the Indian tribes in 1855.

The post at OKANAGAN, consisting of dwelling-houses, servants' houses, store-houses, outbuildings, all of adobe, stockade and bastions, erected by the company, and of the value of two thousand five hundred pounds sterling, (£2,500;) thirty acres of land at the fort, used, occupied, and cultivated by the company, of the value of one thousand pounds sterling, (£1,000;) and near and belonging thereto, other lands for the pasturage of herds of horses, of the value of five hundred pounds sterling, (£500;) making together the entire sum of four thousand pounds sterling, (£4,000,) equal to nineteen thousand four hundred and sixty-six dollars and sixty-seven cents, (\$19,466.67.)

The post at COLVILLE, consisting of dwelling houses, servants' houses, shops, stores, outbuildings, stables, barns, yards, stockades and bastions, flouring-mills and appurtenances, all erected by the company, and of the cost and value of ten thousand pounds sterling, (£10,000;) three hundred and fifty acres of land occupied and used and cultivated as farm land, and about five

miles square of land occupied and used for pasturage of their cattle and horses, of the value of five thousand pounds sterling, (£5,000;) the White Mud farm, (appurtenant to this post,) with a house, barn and stable, store and outbuildings, erected upon it by the company, of the cost and value of one thousand pounds sterling, (£1,000;) the land used and occupied as a farm, thirty acres of extent, and of the value of five hundred pounds sterling, (£500;) making together the entire sum of sixteen thousand five hundred pounds sterling, (£16,500,) equal to eighty thousand three hundred dollars, (\$80,300.)

The post at KOOTANAIS, consisting of houses and stores erected by the company, of the cost and value of five hundred pounds sterling, (£500;) the land occupied and used for the post, and near thereto, of small extent, of the value of five hundred pounds sterling, (£500;) making together the entire sum of one thousand pounds sterling, (£1,000,) equal to four thousand eight hundred and sixty-six dollars and sixty-seven cents, (\$4,866.67.)

The post at FLAT-HEADS, consisting of dwelling-houses and store, and of a small piece of land enclosed as a horse yard, of the value of six hundred pounds sterling, (£600,) equal to two thousand nine hundred and twenty dollars, (\$2,920.)

All these posts were established and maintained for the support of their servants, and of others in the employment of or trading with the company, and were not only indispensable for carrying on their trade in the country south of the 49th parallel of north latitude, but were also of great value for the support of their posts and trade in the country north of that parallel. They were connected with and dependent upon each other, and were of greater value to the company when used together. The farms and pasture lands were also of great annual value.

It may be added, that the discoveries of gold and other minerals, which have been made within a few years past upon lands within the territory occupied by the company, prove their value to be much higher than any estimate which could have been put upon them before their general mineral wealth was known; and although it is not intended to urge this fact as a distinct ground of claim, yet it is manifestly fair that it should

not be without influence in the assessment to be made by the commissioners.

The company have been, as before stated, deprived of the possession of some of their posts and farms and other lands, by American settlers claiming under the land laws of the United States; of some by the action of the officers of the United States; and of others by the hostilities between the United States and Indian tribes; which said tribes had, until the treaty of the 15th June, 1846, been under the control of and at peace with the said company.

The privation of the annual profits and rents of these farms and lands, and the occupation of their posts, and the compelled abandonment of the said posts and farms and lands, have caused to the company damage and loss to an amount exceeding fifty thousand pounds sterling, (£50,000.)

The value of the several forts, posts, establishments, farms, pasturages and lands, with the buildings and improvements thereon, amounts in all to the sum of two hundred and thirty-five thousand three hundred and fifty pounds sterling (£235,350;) making, together with the sum of fifty thousand pounds sterling (£50,000) for loss suffered as stated, the entire sum of two hundred and eighty-five thousand three hundred and fifty pounds sterling, (£285,350.) equal to one million three hundred and eighty-eight thousand seven hundred and three dollars and thirty-three cents, (\$1,388,703.33.)

Which the Hudson's Bay Company claim and are entitled to receive from the United States.

II. RIGHT OF TRADE.

The chief business of the Hudson's Bay Company in the year 1846, and for a great number of years before, was, and now is, the trade with Indian tribes in furs, peltries, and other articles. It was a trade of great magnitude, carried on in Oregon over a wide range of country, and involved an extensive foreign commerce. Large sums of money were annually expended in it, and the returns were highly profitable and important to the general prosperity of the company.

For the proper and beneficial carrying on of that trade, the company required, not only to hold and possess the posts, establishments, farms, and other lands already described, but also to have the control, possession, and use of extensive tracts of country; and they had in fact, at and before the date of the treaty of the 15th June, 1846, in their control, possession, and use, for such purposes, a large portion of the country lying, as hereinbefore mentioned, on the northwest coast of America, to the westward of the Rocky mountains, south of the 49th parallel of north latitude, and known as Oregon. And they had therein and thereupon a right of trade which was virtually exclusive.

The profits derived from their said trade, before and in the year 1846, exceeded in each year the sum of seven thousand pounds sterling.

And such right of trade, and the control, possession, and use of the said territory for the purposes thereof, independently of their foreign commerce and the sale of timber, exceeded in total value the sum of two hundred thousand pounds sterling.

Under the settlement of the boundary line by the treaty of the 15th June, 1846, the said territory fell under the sovereignty and government of the United States; and by reason thereof, and of the acts and proceedings had and taken under and by color of the authority and of the laws of the United States, the control, possession, and use of the said territory by the Hudson's Bay Company, for the purposes of their trade, and their rights in the exercise and carrying on of their trade in furs, peltries, and other articles, as well as their trade in the shipment and sale of timber and their foreign commerce, were restricted and denied, and in effect wholly taken away and lost; and for their said rights, and the forced relinquishment and loss thereof, they claim the said sum of two hundred thousand pounds sterling, (£200,000,) equal to nine hundred and seventy-three thousand three hundred and thirty-three dollars and thirty-three cents, (\$973,333.33.)

III. NAVIGATION OF THE COLUMBIA RIVER.

The Hudson's Bay Company aver that, under the treaty of the

15th June, 1846, by article IV. of that treaty, they have a right to the free and open navigation of the north branch of the Columbia River, from the point at which the same is intersected by the 49th parallel of north latitude to the main stream, and thence to the ocean, with free access and passage into and through the said river or rivers; and that British subjects trading with them have an equal right of navigation; and that, to the company, and to those thus trading with them, the portages of the said river or rivers along the lines thus described ought to be, and of right are, free and open.

The right thus to navigate the said river or rivers, and to pass unobstructed over their portages, was and is of great value to the company, and is also of great and increasing political and national value to the United States, and for its relinquishment and transfer the company claim and are entitled to receive the sum of three hundred thousand pounds sterling, (£300,000,) equal to one million four hundred and sixty thousand dollars, (\$1,460,000.)

In addition to the special statements hereinbefore contained, the Hudson's Bay Company submit that, throughout a long series of years, they expended large sums of money and devoted much labor and time in efforts to bring the native population into such a condition that safe and profitable relations, in regard to trade and general intercourse, could be established with them. The exploration of the country, the expenditure for labor, and of the parties engaged, the opening of roads, the strong force required as a protection against the Indians, their conciliation brought about, sometimes by a resort to forcible measures, but chiefly by liberal dealing, effected a great change in the condition of the country, rendering it fit for immediate settlement. These were substantial benefits to the government and people of the United States, under whose sovereignty this territory fell, and could not have been secured without a very large outlay. It is, of course, impossible to give any minute details of expenditures of this class, and of the advantages which the United States have derived from them, but the justice of extending to the Hudson's Bay Company liberal compensation, founded on

these considerations, is too apparent to allow of any reasonable hesitation in admitting it.

It is obvious that, of the three classes of claims set forth in the foregoing memorial, the first only consists of particulars which, in their nature, admit of direct proof of value; but with respect even to these, the honorable the commissioners are earnestly requested to notice that circumstances which the claimants could in no degree prevent or control, have greatly impaired the means of producing such proof in the positive and complete form which, otherwise, they would have been enabled to do. Among these circumstances may be specified the aggressive acts and the general conduct of American citizens, and of persons acting under the authority of the United States, commencing shortly after the 15th June, 1846, and continuing from year to year, by which the rights of the claimants under that treaty were violated and denied, and their property and possessions were, in some instances, usurped and taken from them, and, in others, were necessarily abandoned. This course of conduct was, perhaps, to be expected, from the anomalous position in which the company were placed—a foreign corporation exercising a *quasi* sovereignty and exclusive rights over territory transferred to a power whose policy in dealing with such territory was diametrically opposed to that which the company pursued, and from which they derived their profits. But however this may be, it is an undoubted consequence to the company that their rights and possessions have been thereby made of comparatively little value, and the difficulty of obtaining evidence upon them has been rendered very great. This difficulty has been essentially increased by the lapse of time since the claims first arose. A delay of seventeen years intervened, during which the United States, while failing to cause the rights of the Hudson's Bay Company to be respected, continued to refuse any satisfactory settlement of their demands. The inevitable effect of this delay, now extended to nearly twenty years, has been to remove by death, or otherwise, the greater number of important witnesses, and to weaken the evidence which is still available, both by the remoteness, in point

of time, of the facts to be established, and by reason of the natural decay or of the disappearance of much which constituted the value of the rights and possessions for which the present claims are made.

With respect to the second and third classes of claims set forth, the claimants solicit the attention of the honorable the commissioners to the fact before alluded to, that they are of a nature which does not admit of a formal and precise valuation by testimony. Consisting as they do of important rights of trade, and of other rights of a public and national character, they are manifestly of great value. But the estimation to be put upon them, and the amount of the money consideration to be paid for their relinquishment and transfer, must be settled by the judgment of the commissioners, founded upon their own experience and knowledge, aided by public documents and the recorded opinions of statesmen and writers of authority, and by such general estimates under oath as it may be possible to obtain.

The claimants have made the foregoing statement and observations with respect to evidence for the purpose of urging for the serious consideration of the honorable the commissioners, that in their examination and decision of the present claims, they ought not to be restrained by the rules which are observed in the trial of ordinary issues in courts of law. Those rules, under the circumstances and for the reasons above declared, the claimants contend should be liberally modified and relaxed in the present case: and they respectfully, yet formally and solemnly, protest, that a strict application of them, in the consideration of their claim, would be unreasonable and unjust.

In conclusion, the Hudson's Bay Company submit that, upon the facts and circumstances, and for the reasons and considerations herein set forth, they are entitled to claim, and receive from the United States the several sums here following:

First. For their forts, posts, establishments, farms, pasturage, and other lands, with the buildings and improvements thereon, as hereinbefore set forth, the sum of two hundred and

eighty-five thousand three hundred and fifty pounds sterling, (£285,350.)

Secondly. For the right of trade, as hereinbefore set forth, the sum of two hundred thousand pounds sterling, (£200,000.)

Thirdly. For the right of the free navigation of the Columbia river, as hereinbefore set forth, the sum of three hundred thousand pounds sterling, (£300,000.)

The said several sums making together the entire sum of seven hundred and eighty-five thousand three hundred and fifty pounds sterling, (£785,350,) equal to three million eight hundred and twenty-two thousand and thirty-six dollars and sixty-seven cents, (\$3,822,036.67.)

And the Hudson's Bay Company ask that the honorable the commissioners will, after due examination, maintain the said claim as just and reasonable, and will decide that the United States ought to pay to the company, in discharge of their said claims and rights, and for the transfer of them, the said sum of seven hundred and eighty-five thousand three hundred and fifty pounds; in sterling money of Great Britain, equal to three million eight hundred and twenty-two thousand and thirty-six dollars and sixty-seven cents in gold, to be paid at the time and in the manner provided by the said treaty of the 1st July, 1863.

And the claimants declare that, for the said sum of money, or for such other sum as the honorable the commissioners may justly award, they are ready and willing to transfer to the United States all their rights and claims according to the terms of the said two treaties.

CHS. D. DAY.

Counsel for the Hudson's Bay Company.

Dated April 8, 1865.

M E M O R I A L

OF THE

PUGET'S SOUND AGRICULTURAL COMPANY.

British and American Joint Commission on the Hudson's
Bay and Puget Sound Agricultural Companies' Claims.

To the HONORABLE THE COMMISSIONERS:

The Puget Sound Agricultural Company submit the following memorial and statement of their claims upon the United States; and for facts and considerations in support of such claims, respectfully declare:

That in the year 1846, and for many years previous thereto, the Puget Sound Agricultural Company were, and since have been, engaged in the business of agriculture and farming, and of breeding and raising live stock; and for the purposes and in the course of carrying on their said business, they acquired and became possessed as owners thereof, before the said time, of certain farms and extensive tracts of land in the territory lying on the northwest coast of America to the south of the 49th parallel of north latitude and north of the Columbia river.

That, upon portions of their said lands, there were erected and made by them, buildings, enclosures, and other improvements of great cost and value; and the company also owned and possessed, and pastured and fed upon the said lands, their said live-stock, consisting of large and valuable herds of cattle and horses, and flocks of sheep; from the sale and disposal of which, and of the other productions of their said farms and land, they received great annual returns and profit.

That by article IV. of the treaty concluded between the United States of America and Great Britain, under date of the 15th day of June, 1846, it was provided: that the farms, lands, and other property of every description belonging to the Puget Sound Agricultural Company, on the north side of the Columbia river, should be confirmed to the said company; but that in case 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 should be transferred to the said government, at a proper valuation, to be agreed upon between the parties.

That the government of the United States has not, at any time, signified to the company a desire that any of the said property should be transferred to the said government, at a valuation as provided by the treaty, nor has any transfer thereof been made; but the company have ever since continued to be the rightful owners of the said lands, farms, and other property, and entitled to the free and undisturbed possession and enjoyment thereof.

That, by a convention concluded between the two governments on the 1st day of July, 1863, it was agreed that all questions between the United States authorities on the one hand, and the Puget Sound Agricultural Company on the other, with respect to the rights and claims of the latter, should be settled by the transfer of such rights and claims to the government of the United States for an adequate money consideration.

And the claimants aver that the rights and claims of the Puget Sound Agricultural Company, referred to and intended in and by the said convention, are their rights and claims in and upon the said lands, farms, and other property of every description which they so held and possessed within the said territory, and which, by reason of the said treaty of the 15th June, 1846, and according to the terms of the fourth article thereof, the United States became and were bound to confirm. And of the said farms and other property, they now submit to the honorable the commissioners a detailed statement and valuation as follows:

First. The tract of land at Nisqually, extending along the shores of Puget Sound, from the Nisqually river, on the one side, to the Pu-yal-lup river on the other, and back to the coast range of mountains, containing not less than two hundred and sixty-one square miles, or one hundred and sixty-seven

thousand and forty acres; of which said tract of land a portion is improved and under cultivation for farming and agriculture, and the remaining portion thereof was occupied and used by the company for the grazing and pasturage of their cattle, horses, and sheep, and for cutting wood and timber thereon, and for other purposes connected with their business; the whole being of the value of one hundred and sixty thousand pounds sterling, (£160,000;) the fort, bastions, houses, stores, barns, shops, and outbuildings, with the fencing and enclosures at the main post and establishment, and the houses, barns, outbuildings, fencing, and enclosures at the other points on the said land, of the cost and value of four thousand pounds sterling, (£4,000;) these two sums making together the entire sum of one hundred and sixty-four thousand pounds sterling, (£164,000,) equal to seven hundred and ninety-eight thousand one hundred and thirty-three dollars and thirty-three cents, (\$798,133.33.)

Secondly. The land and farm at the Cowelitz river known as the Cowelitz farm, consisting of three thousand five hundred and seventy-two acres, more or less, of which upwards of fifteen hundred acres are improved and under cultivation for farming and agricultural purposes, and the remaining portion is used for cattle and sheep ranges and pasturage, and for other purposes connected with the business of the said company; the said last-mentioned land being of the value of twenty thousand pounds sterling, (£20,000;) the establishment and buildings of the Cowelitz farm, consisting of dwelling-houses, saw-mills, stores, granaries, barns, stables, sheds, and piggeries, and of a great extent of fencing and enclosures, of the value of six thousand pounds sterling, (£6,000;) the said two last-mentioned sums making together the entire sum of twenty-six thousand pounds sterling, (£26,000,) equal to one hundred and twenty-six thousand five hundred and thirty-three dollars and thirty-three cents, (\$126,533.33.)

Thirdly. The company also owned and possessed live stock, consisting of three thousand one hundred head of neat cattle,

three hundred and fifty horses, and five thousand three hundred sheep, of the value of twenty-five thousand pounds sterling, (£25,000;) which were pastured and fed on their said lands before and at the time of the conclusion of the treaty of the 15th June, 1846, and afterwards, until the time of the commission of the acts and injuries hereinafter mentioned, by which the greater part of the said live stock was either killed or driven away, and entirely lost to the company, within a few years after the time of the said treaty.

And the claimants aver that although at the time of the conclusion of the treaty of the 15th June, 1846, and for a long time before, they held and possessed the said lands, farms, and other property as owners thereof, and the United States, by the terms and according to the conventions contained in the last treaty, undertook and were bound to confirm them in the same; yet the United States failed to execute or grant to the said company any formal title of confirmation of their said lands, farms, and other property; and by reason thereof, and of the acts and proceedings of officers of the United States, and of American citizens, and of others assuming to act under the authority of the laws or of the government of the United States, the company were deprived of the use and enjoyment of a large portion of their lands, farms, and other property, and of the rents, fruits, and profits thereof; their pasturage was destroyed or taken from them; their live stock killed or driven off and wholly lost to them; and their entire business broken up or rendered unprofitable.

And the claimants have, in consequence, suffered loss to the amount of fifty thousand pounds sterling, (£50,000,) equal to two hundred and forty-three thousand three hundred and thirty-three dollars and thirty-four cents, (\$243,333.34.)

It may be added, as indicative of the value of their property, and in some degree of the nature and extent of the injuries to which the company were exposed, that while they were thus suffering from aggressions, and were disturbed in their pos-

session, as above stated, a portion of their lands was assessed, for the purpose of taxation, at a value of \$817,000; and they were compelled to pay taxes thereupon from year to year, and have actually paid, for such taxes, the sum of \$14,596.

In conclusion, the claimants submit to the honorable the commissioners, that they are entitled to claim and receive the fair value of their said farms and extensive tracts of land, and a just compensation for the capital expended in the acquisition and improvement of their said property, and in the buildings, forts, mills, trading establishments, and enclosures thereon; and further compensation for the loss of their livestock, and for other loss suffered by them in consequence of the acts and proceedings hereinbefore complained of. And they ask that, upon the facts and circumstances, and for the reasons and considerations hereinbefore set forth, the honorable the commissioners will, after due examination, maintain their claim as just and reasonable, and will decide that the United States ought to pay to the said company, in satisfaction and discharge of their said rights and claims, and as a proper valuation and adequate money consideration for the transfer and relinquishment of them, the several sums hereinbefore specified and now following; that is to say:

For the farms and land, with the buildings, forts, trading establishments, and improvements thereon, one hundred and ninety thousand pounds sterling, (£190,000;) for the loss of the livestock, and other loss suffered by them by reason of the acts and proceedings hereinbefore complained of, fifty thousand pounds sterling, (£50,000;) making together the entire sum of two hundred and forty thousand pounds sterling money of Great Britain, (£240,000,) equal to the sum of one million one hundred and sixty-eight thousand dollars, (\$1,168,000.) to be paid in gold, at the time and in the manner provided by the treaty of 1st July, 1863.

And the claimants declare that, for the said sum of money, or for such other sum as the honorable the commissioners may

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justly award, they are ready and willing to transfer to the United States all their rights and claims according to the terms of the said two treaties.

CHS. D. DAY,

Counsel for the Puget Sound Agr'l Company.

Dated April 10, 1865.

