

DOCUMENTS

Hudson's Bay Company Claims in the Northwest

O. W. Hoop, Major of the 7th Infantry, United States Army, has again sent copies of historical documents from the Letters Sent Book on file in the Post Headquarters at Vancouver Barracks, Washington. These documents relate to lands and improvements for which the Hudson's Bay Company and its subsidiary, the Puget Sound Agricultural Company were awaiting compensation from the United States Government. The Catholic Bishop of Nisqually is also brought into the case. The letters throw light on one of the serious diplomatic troubles following the treaty with Great Britain in 1846. Some of the peculiar and erroneous spelling may have arisen from difficulties of transcription.—EDITOR.

Victoria, Vancouver Island,
20 August, 1857.

Dugald Mactavish, Esq.

Sir,

We have the honor to acknowledge receipt yesterday of your letter of the 6th. of instant wherein the opinion of the Board of Management is requested touching the application made 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, or to remove it to a less eligible site.

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 the matter the more especially as we know that the Directors of the Hudson's Bay Company are extremely adverse 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 fables;—our lands have been occupied by squatters, the countless herds of cattle which consituted 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 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 Captain Ingall's proposition 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 privileges attached to it and make them over absolutely to the United States Government for a sufficient consideration, and 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 House 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 per annum.

Such is the result of our deliberation and such are the only conditions on which we will 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 favorable entertained, and may probably be accepted unless the Government of the United States come forward at an early day as purschers.

We allude to that subject from a feeling that it would be unjust to conceal our intention, or tacitly to encourage the erec-

tion of costly public works, on lands, which may soon pass from our hands and become the property of parties over whom we can exercise no control.

We have the honor to be Sir

Your most obdt humble servts

James Douglas

John Work.

Vancouver, Washington Territory

16th September, 1857.

Sir,

Having handed you for perusal Messrs. Douglas' and Work's letter to of the 20th ulto. detailing the views of these gentlemen in reference to the proposal for the removal of the Company's S[t]ore 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 the 4th inst. that you intend in any event to put up a store house 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 trspass 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 therefor am compelled to protest and forbid all further proceedings on your part or on the part of your agents which may in any manner occupy the lands claimed by the said Company or in any way effect 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 thei land. and to recover damages or compensation for the unauthorized use thereof.

I have the honor to be Sir

Your very obdt Servant,

Dugald Mactavish

Chief Factor

Hudson's Bay Company

Captain Rufus Ingals
A.Q.M.U.S.A.
Fort Vancouver,
Washington Territory.

Office of the Assistant Quartermaster
Fort Vancouver, W.T.
Sept. 23, 1857

Dugald Macavish, Esq.
Chief Factor, H.B.Co.

Sir,

I have the honor to acknowledge the receipt of your communication of the 11th. inst wherein you state the decision of the Board of Management at Victoria upon my application of the 3rd. ulto. through Dr. Wm. F. Tolmie, for the Company's permission to remove the "Old Salmon House" on the bank of the river, and wherein you take occasion to record your protest on the encroachment on the possessory rights of the Company by our military authorities at this station. I desire also to acknowledge the fact that I have handed to me "for perusal" Messrs Douglas' and Work's letter to you of the 20th. ulto 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 anomolous positions assumed in these communication by Messrs Douglas, Work and yourself are so utterly 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. inst. So far both parties have uniformly discouraged the raising of any issue between the H.B. Co. 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 U.S. Government and your Company upon whose title I shall remark in this letter but it is true as I know in my letter to Dr Tolmee (?) 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 the properly authorized persons.

So far as the company possesses rights here under its charter and the Treaty of 1846, it always has 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. Bvt. Major J. S. Hathaway, 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 Skene 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 H.B. Co and the military post. The question of ownership of the soil was never raised.

In all transactions both with Mr. Ogden and Ballender, 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 day and after the government has finished its post at an expenditure of \$150,000 after a peaceful occupation, by consent and invitation and without any charge of trespass. Why I repeat does the H.B.C. 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 proper order of the officer of the U.S. army and not in any event to the H.B.Co. 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 Work readily 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. inst. with the knowledge of the existence of such a writing Messrs Douglas and Work must have looked upon their demands as utterly absurd. There are witnesses however in abundance to such an 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. 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 Hathaway 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 H.B.Co. might be decided to have. This was done with the knowledge and approbation of the Chief Factor Ogden. There was then no thought, no idea of trespass on our part. Wherever there were

vacant or unoccupied lands within the limits of the reserve they were and are subject to the control of the Commanding Officer of this post. Your immediate predecessor Mr Ballender 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 wheat field of the H.B.Co. I was the agent on the part of the 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 H.B.Co simply had to relinquish its possessory rights, 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 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 rights south of the 49th. parallel must cease.

There is a vast difference made in the Treaty between the Puget Sound Agricultural Company and the Hudson's Bay Company. The former will have its lands, etc. confirmed to them, the latter has only certain possessory rights which are of a temporary character and of an undefinable extent. I beg you to mark my meaning for Messrs Douglas and Work make a demand of 30,000 for the old Salmon House "with its site and privileges 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 H.B.Co 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 store house 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 to buy or remove the old Salmon House, hence the singular letters of Messrs Douglas, Work 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 disposition or use 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 while extending privileges and courtesies towards us. He knew 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 today 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 settlers.

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 its power. This certainly would not lend 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 calimed by the Catholic Mission. It was also claimed by the County of Clarke as a site for its Shuetown (?). In 1850 a suit for an injunction to stop building 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 vacted on our arrival and for a long time subsequently. Whatever rights it enjoyed and whatever improvements it possessed it was indebted to the H.B.Co. for. I am told the place is calimed in provate 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 the place besides your Company. What the final decision will be I know not, but it is do to me and the military officers who have been here to state that I regard the title of the government to the Reserve as perfect, barring the possessory rights of the Hudson's Bay Company to some portions.

In 1853, I think, a Board of Officers 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 assesment was considered a liberal and a fair one.

The foregoing represents the true condition of affairs as they were and are. I have felt bound to be plain in under to prevent being misunderstood.

Messrs Douglas and Work 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 convene (?) 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 store house 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, etc, 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 as 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

I am, dear Sir

Your most obdt Servt

Rufus Ingalls

Capt. A.Q.M.

U.S.Army.

Headquarters Fort Vancouver, W.T.

September 25, 1857

Sir,

I have the honor to acknowledge receipt of your communication of the 17th. inst. covering a copy of a ltter of the 16th. inst from you to Capt. 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 and Work to you dated the 20th. ultimo I have carefully perused.

Captain 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 re-

fer 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 23rd inst which has my full and entire concurrence.

I have the honor to be most respectfully

Your obt Servt

T. Morris

Lieut. Col. 4th. Infantry

Commanding

Govr. Dugald Mactavish

Chief Factor Hudson Bay Company

Vancouver, W.T.

Headquarters Fort Vancouver, W. T.

January 20th. 1859

Colonel

My attention has been called to a letter addressed by the Rt. Revd Bishop Blanchet, Bishop of Nisqually, in this Territory, to his Excellency the President of the United States, and which was published in the Freeman's Journal of December 4th. 1858. The letter is calculated to give an entirely erroneous idea of the military reservation at this post as contrasted with the pretended claim to the land by the Roman Catholic Mission.

It is not my object to enter in to the merits of this question but simply to give a few facts that the Hon. Secretary of War may be better able to judge of the matter at issue and from the facts I am convinced he will see that the Roman Catholic Mission has no earthly right to the land it lays claim to.

When the Hudson's Bay Company at this place was in charge of Dr. McLaughlin Chief Factor of the Company, he, for the benefit of the Canadian Employees of the Company employed a Roman Catholic priest to perform divine service for which service £100 per annum was paid. This priest was carried on the books of the Company as Chaplain and resided inside the pickets of the Hudson's Bay Co. and when the U.S. Government first located a reserve at this point (1849) this priest was thus employed and thus resided and was the only minister of that religion residing here.

A short time after this this same priest was removed and there was for a time no one who performed the duties of Chaplain.

After this interval came another priest who continued the

duties of his predecessor and was paid as Chaplain by the H.B.Co.

A building was also furnished by the company for a church and this building is the one now used by the pretended mission as their church and is one of the buildings they class under the head of their improvements. This very same building was at one time rented by the Quarter Master Dept. at this post of the H.B.Co. and an officer of our army resided in it and it is really the property of the Hudson's Bay Co. at this day.

It was not until 1853 some 4 years after the reserve had been proclaimed that this pretended mission preceiving that this place would be one of importance and that Government had already expended a large amount of money on it and in all probability would expend muxh more—recorded its title to the land, hoping no doubt that if by any accident they should come into possession of it 'twould be the means of enriching themselves as Government would be obliged to give them their own price after having gone to the expense—great expense of putting up Quarters, Storehouses, Wharves, etc. etc. for the accomodation of the soldiers and protection of the supplies.

As soon as the Chief Factor of the Hudson's Bay Company (Governor Peter Skene Ogden) learned that this pretended Mission had recorded in the land office this claim he addressed to the Surveyor General,—I. B. Preston—a protest against it—a copy of this protest is inclosed—and it will be seen that it is strong and to the point. Gov. Ogden declared there is no mission here nor has there ever been any

In 1853 when the Reserve was resurveyed by Col. Bonneville, the then Commanding Officer acting under instructions from the Hon. Secretary of War he allowed the houses occupied by the Bishop and Priests for a Church and dwelling place to remain undisturbed nor that he acknowledged any right on their part to stay but because there was no great necessity for removing them they being confined to certain limits.

And if this pretended Mission would content itself within those limits there would be no objections to their remaining now but since that time there has been a manifest disposition on its part to extend their encroachments on the land of the Reserve. They have taken a little here, a little there, put up several buildings and now forsooth ask the President to put them into possession of their claim to the exclusion of the Government Reserve. Such a course has little decency in it as religion.

Captain Rufus Ingall, Asst. QuarterMaster Genl by this mail a report on this same subject. He was first here in 1849 as Quarter Master and is perfectly conversant with all the facts and I respectfully ask attention to his statement to the truth of which there are many witnesses now residing here.

I respectfully and urgently request that steps may be taken to preserve to the Government this fine Reserve, and that if necessary before this monstrous claim on the part of Bishop Blanchet be allowed a Commission may be appointed to examine into all the facts—the earlier the better—so that persons now residing here and who know all the facts of the case, may appear before it and give their testimony. A delay may be dangerous as those witnesses may be scattered.

This course would probably save the government from being swindled out of its own land upon which immense sums of money have been expended—by a grasping and unscrupulous set of men who in reality have no right here at all.

I forward herewith copies of the instructions by which the Reserve was located, also copy of the proceedings of a Board of Officers ordered to assess the value of the Hudson's Bay Company improvements. You will see that the Board classes the Roman Catholic Church among these improvements and that this pretended Mission was not thought of and in truth the members of the Board could not take it into consideration as it never existed.

I am Colonel

Very Respectfully,

Your obt. servant

T. Morris

Lieut. Col. 4th. Infantry

Commanding Post

Colonel Samuel Cooper
Adjutant General's Office
Washington, D. C.

Headquarters Fort Vancouver, W.T.

March 14, 1859

Captain

In reply to your communication of the 9th. instant asking for a report as to whether or not the Catholic Mission at Vancouver has suffered encroachments from the military at this post I have the honor to assure the General Commanding this Dept.

that it *never has*. The church building and grounds now occupied as the Catholic Mission of St. James are within the limits of the military Reservation as described and transferred to me three years ago by my predecessor in command. The building is said to be the property of the Hudson's Bay Company and the grounds were and I believe still are claimed and until recently occupied and cultivated by that Company. Under the permission of Colonel Bonneville, U.S.A. formerly commander of this post the Catholics were allowed to occupy the church erected by the Hudson's Bay Company and a few buildings adjacent to it all confined within certain limits and I am not aware that they ever pretended to any legal claim to this property until many years subsequent to the release of it and its occupation by the military post.

This matter has been the subject of reports to the War Department made last Jany by myself and Captain Rufus Ingalls, Asst. Quarter Master.

Some time last year I did contemplate curtailing slightly an enclosure which the Mission had taken possession of without any authority, in order to improve and shorten one of the roads leading from the public store house and wharf to the garrison and orders to that effect were issued by my authority but never executed or even attempted to be executed as I finally concluded to await the settlement of conflicting claims to the place by the proper authority. At the same time I do not concede any right to take possession of any grounds necessary for military purposes.

I am very respectfully,

Your obdt. Servant

T. Morris

Lieut. Col. 4th. Infantry

Commanding

Captain A. Pleasanton
A.A.A. Genl
Hdqrs. Dept. Oregon
Fort Vancouver,
W.T.