

## The Washington Historical Quarterly

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### THE REOPENING OF THE RUSSIAN-AMERICAN CONVENTION OF 1824

In 1821 the Russian government, in an imperial ukase, gave notice to the British and American powers that it asserted claim to all country on the Pacific coast of North America north of 51°, and made the oceanic waters within 100 Italian miles to which that claim applied a closed sea.<sup>1</sup> This ukase had been made, not as may have supposed, to further Russia's political ambitions, but as a concession to the Russian American Company, which, in fact, was the declared reason for Russia's being in these parts at all.<sup>2</sup> Be that as it may, it quickly brought that nation into direct collision with the pretensions of Great Britain and the United States whose representatives immediately protested.

Speaking for the United States, the secretary of state, Mr. Adams, requested the grounds which could warrant the claims and regulations of the ukase. He stated that his nation expected that any definition of boundaries between the two nations would have been arranged by treaty which had not been the case; and that the closed sea provision deeply affected the rights of the citizens of the United States.

All this was done through Pierre de Poletica, envoy extraordinary and minister plenipotentiary from Russia. De Poletica replied that the Russian claims were based upon discoveries; that they really extended much further to the southward; but as the American settlement was below 46°, and the Russian Novo Archangelsk below 57°, the parallel of 51° appeared a reasonable mean.

<sup>1</sup> The official correspondence leading up to and including the treaty of 1824 is contained in the following: *House Ex. Doc.*, 17th Cong., 1 S., doc. 112 serial number 68; *Sen. Ex. Doc.*, 41st Cong., 3 S., *House Ex. Doc.*, 18th Cong. 2S, doc. 36, serial number 1441; doc. 58, serial number 115; *House Ex. Doc.*, 18th Cong., 1 S., doc. 2, serial number 89; *Sen. Ex. Doc.*, 18th Cong., 2 S., serial number 108; *American State Papers*, Foreign Relations, iv. pp. 851-864.

<sup>2</sup> The relation between the Russian government and the Russian American Company is convincingly set forth in Bancroft, *History of Alaska*.

As to the closed sea that had been made necessary by the outrageous conduct of American adventurers.

The Russian American Company had hoped that their country would secure from the powers holding in joint-occupancy not only quit claims but the right to a closed sea as well—the latter really more important than several degrees of latitude—but in the face of vehement protestations, they saw their monopoly seriously compromised when their government agreed to ten-year commercial clauses in the two conventions of 1824 and 1825. But although they were unable to force their government they did all they could, namely, abide the time when the ten-year clauses would automatically expire and the closed sea interdict again be put into force.

It is the expiring of the ten-year clause with special reference to the American side and contention with which this paper is concerned.<sup>3</sup>

On the 17th of April, 1834, the ten years were up, and on that precise date two American captains, Snow and Allen, were in the Russian port of Novo Archangelsk, and to the Russians announced their intention to visit the nearby coast for purposes of trade as before on the plea that they had had no official notice from the United States that the article containing the ten-year clause was to expire. The governor, Baron Wrangel, protested and handed them a circular containing information to the effect that Americans had no longer the right of landing within the Russian possessions as set forth in Article 4; while the Russian envoy, Baron de Krudener, notified the United States officially that the article in question had expired, and that his government would like such steps taken as would tend to prevent further infractions.

The president, Mr. Van Buren, thought the former commercial relations of the two countries should not be interrupted and proposed an article looking forward to indefinite renewal; but as the envoy had no authority touching that point, the matter was carried to St. Petersburg. According to instructions, Mr. Wilkins, on December 7, 1837, made overture to Count Nesslerode, vice-chancellor of the empire and submitted a tentative treaty, following, as a precedent, the articles of the convention with England on the 6th of August, 1827, being the renewal of the convention of joint-occupancy:

“In the name of the most Holy and Indivisible Trinity. The United States of America and his Imperial Majesty the Emperor

<sup>3</sup> The official correspondence in regard to the reopening of the convention of 1824 is contained in *House Ex. Doc.*, 25th Cong., 3d S., doc. 1, serial number 338; repeated in *Sen. Doc.*, serial number 344.

of all the Russias, being equally desirous to prevent, as far as possible, all hazard of any misunderstanding in the intercourse between their respective citizens and subjects, upon the northwest coast of America, and also with a view to renew the amicable and mutually beneficial privileges received by the fourth article of the treaty of the 5th (17th) of April, 1824, whilst it was in force, have, for these purposes respectively named their plenipotentiaries, to wit: the President of the United States of America—, and his Majesty the Emperor of all the Russias—, who, after having communicated to each other their respective full powers, found in good and due form, have agreed upon and concluded the following article:

“Art. 1. The provisions of the fourth article of the convention, concluded between the United States of America and his Imperial Majesty the Emperor of all the Russias, on the 5th (17th) of April, 1824, shall be, and they are hereby, renewed and indefinitely extended and continued in force, in the same manner as if all the provisions of the said article were herein specifically recited.

“Art. 2 It shall be competent, however, to either of the high contracting parties, in case either should see fit, at any time after the 1st day of January, 1837, on giving due notice of twelve months to the other party, to annul and abrogate this convention, and it shall, in such case, be accordingly entirely annulled and abrogated, after the expiration of the said terms of notice.

“Art. 3. Nothing herein contained shall be construed to impair, or, in any manner affect, further than is expressly declared above, any of the provisions or stipulations contained in the aforesaid convention of the 5th (17th) of April, 1824.

“Art. 4. The present convention shall be ratified by the President of the United States, by and with the advice and consent of the Senate of the said States, and by his Imperial Majesty the Emperor of all the Russias, and the ratifications shall be exchanged at the city of Washington within six months after the date hereof, or sooner, if possible.

“In faith whereof we, the respective plenipotentiaries have signed the same, and have thereto affixed the seals of our arms.

“Done at the city of St. Petersburg, the ----- in the year of our Lord one thousand and eight hundred and thirty-five.”

Count Nesslerode hesitated. He alleged that in as much as the Russian American Company had embarked their capital upon a monopoly from the Emperor it was impossible to disregard their wishes; in fact, it was “almost the only object worthy of notice in

their occupation of the northwest coast of America"; that he must postpone a decisive answer until the arrival, next season, of Governor Wrangel, who would "disclose all information necessary to a correct understanding of the subject, and of the interests of Russia as well as of the Fur Company."

In a letter to the secretary of state Mr. Wilkins dwelt at great length upon this interview and remarked: "During our conference, I did not feel myself authorized to call the attention of the Imperial Minister to what might, or probably would be, the construction by the Government of the United States, upon the treaty with the fourth article extinct; nor what rule of the law of nations would be considered as applicable to the case, and controlling the trade upon a wild and extensive coast, of a great and open ocean, and still, with the exception of a few posts, at a vast distance from each other, in the rightful occupancy of the natives, and to which I believe, the sovereignty of Russia has not yet, in any treaty or convention, been admitted."

In the meantime the matter took a more serious turn owing to the "Blinn Affair." On August 22, 1836, the American brig *Loriot*, Richard D. Blinn, master, sailed from Hawaii bound for the northwest coast of America to procure provisions and Indians for hunting the sea-otter. On September 14th she made land at what the Russians called Forrester's Island and anchored in the harbor of Tuckessan, which place was distinguished by no settlement, in latitude 54° 55' north, and longitude 132° 30' west, but before a landing could be effected, was forcibly obliged to depart and to return to the original place of sailing, occasioning much alleged loss to her owner. Captain Blinn appealed to the American consul in Hawaii, and in virtue of the stipulations of the convention of 1824, and especially of Article 1, preferred complaints against the conduct of the Russians toward him; and asked indemnification for the losses sustained in consequence, by the proprietors.

During this same summer (1836) the officers of the fur-company arrived in St. Petersburg, and the American diplomats discussed critically their move if the renewal stipulations took a doubtful turn. An answer might in all fitness have been rendered late in that year, but none was forthcoming; nor during the following year. Not until February 23, 1838, did Nesslerode write:

"It is true, indeed, that the 1st article of the convention of 1824, to which the proprietors of the *Loriot* appeal, secures to the citizens of the United States entire liberty of navigation in the Pa-

cific ocean, as well as the right of landing without disturbance, upon all points on the northwest coast of America, not already occupied, and to trade with the natives. But this liberty of navigation is subject to certain conditions and restrictions, and one of these restrictions is that stipulated by the 4th article, which has specially limited to the period of ten years the right on the part of the citizens of the United States to frequent, without disturbance, the interior seas, the gulfs, harbors, and creeks, north of the latitude of 54 degrees 40 minutes. Now the period had expired more than two years before the Lorient anchored in the harbor of Tukessan.

"By examining the stipulation of that convention, with the spirit of equity which marks the character of Mr. Dallas, he will be convinced that the Imperial Government cannot acknowledge the justice of the complaints of Mr. Blinn."

Mr. Dallas, well fortified, quickly replied in a letter dated March 17, 1838:

"The undersigned submits that in no sense can the fourth article be understood as implying an acknowledgement, on the part of the United States of the right of Russia to the possession of the coast above the latitude of 54° 40' north. It must, of course, be taken in connection with the other articles, and they have, in fact, no reference whatever to the question of the right of possession of the unoccupied parts. To prevent future collision it was agreed that no new establishment should be formed by the respective parties to the north or south of the parallel mentioned; but the question of the right of possession beyond the existing establishments, as it stood previous to, or at the time of, the convention, was left untouched.

"By agreeing not to form new establishments north of latitude 54° 40' the United States made no acknowledgement of the right of Russia to the territory above that line. If such an admission had been made Russia, by the same construction of the article referred to, must have equally acknowledged the right of the United States to the territory south of the parallel. But that Russia did not so understand the article is conclusively proved by her having entered into a similar agreement in her subsequent treaty of 1825, with Great Britain, and having, in that instrument, acknowledged the right of possession of the same territory by Great Britain. The United States can only be considered inferentially as having acknowledged the right of Russia to acquire, above the designated meridian, by actual occupation, a just claim to unoccupied lands. Until that actual occupation be taken, the first article of the con-

vention recognizes the American right to navigate, fish, and trade, as prior to its negotiation."

Another set of notes was exchanged and the matter was dropped although the incident cannot be considered as closed. Nesslerode remained firm in his contention as set forth in his note of the 23d of February, 1838, and what views the state authorities held at the time the matter was dropped is not clear.

In the meantime the British reopening of their convention of 1825 was successfully adjudicated when the Hudson's Bay Company secured a leasehold of a strip of territory they especially coveted.

Three points stand out clearly in the correspondence on the reopening of the convention of 1824:

- (1) A most remarkable construction of the treaty in question.
- (2) A knowledge that the state department held definite views of policy with regard to the Pacific Coast even at this early date; a policy quite in keeping with its Oregon diplomacy.
- (3) The fact that the Russians attached no political importance whatsoever to the American possessions; that the fur-trade was their only interest there and the Russian American Company the key to the situation. During the fifties and sixties several movements looking forward to American exploitation of the country in question got under way, and these, together with the efforts of the company itself to unload brought about the ultimate purchase.

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