

(C.)

## INDIAN POPULATION.

IT is a matter of great difficulty to obtain reliable information respecting the Indian population, their migratory habits, and the vast extent of country over which they are spread, misleading the calculations, and rendering it almost impracticable to prepare a satisfactory census. The following estimates have been compiled with great care, from a mass of documents and the actual personal knowledge of several of the Company's officers, tested by comparison with published statements, especially those presented to Government in 1846 by Messrs. Warre and Vavasour, and those of Colonel Lefroy, R.A., contained in a paper read before the Canadian Institute.

ESTABLISHMENTS of the HUDSON'S BAY COMPANY in 1856, and Number of INDIANS frequenting them.

POST.	Locality.	Department.	District.	Number of Indians frequenting it.
Fort Chipewyan	Indian Territory	Northern	Athabasca	750
Danregean	"	"	"	400
Vermilion	"	"	"	350
Fond du Lac	"	"	"	150
Fort Simpson	"	"	M'Kenzie's River	2,000
Fort aux Liards	"	"	"	400
Fort Halkett	"	"	"	200
Youcon	"	"	"	4,000
Peel's River	"	"	"	1,000
Lapierre's House	"	"	"	150
Fort Good Hope	"	"	"	750
Fort Rae	"	"	"	400
Fort Resolution	"	"	"	300
Big Island	"	"	"	80
Fort Norman	"	"	"	700
He à la Croix	Rupert's Land	"	English River	700
Rapid River	"	"	"	350
Green Lake	"	"	"	120
Deer's Lake	"	"	"	350
Portage la Loche	"	"	"	50
Edmonton	"	"	Saskatchewan	7,500
Carlton	"	"	"	6,000
Fort Pitt	"	"	"	7,000
Rocky Mountain House	"	"	"	6,000
Lac la Biche	"	"	"	300
Lesser Slave Lake	Indian Territory	"	"	400
Fort Assiniboine	Rupert's Land	"	"	150
Jasper's House	Indian Territory	"	"	200
Fort à la Corne	Rupert's Land	"	"	300
Cumberland House	"	"	Cumberland	350
Moose Lake	"	"	"	300
The Pas	"	"	"	200
Fort Pelly	"	"	Swan River	800
Fort Ellice	"	"	"	500
Qu'appelle Lakes	"	"	"	350
Shoal River	"	"	"	150
Touchwood Hills	"	"	"	300
Egg Lake	"	"	"	700
Fort Garry	"	"	Red River	7,000
Lower Fort Garry	"	"	"	including whites and half breeds,
White Horse Plain	"	"	"	1,000 ditto.
Pembina	"	"	"	200 ditto.
Maréchal	"	"	"	50
Reed Lake	"	"	Lac la Pile	1,500
Fort Francis	"	"	"	200
Fort Alexander	"	"	"	500
Rat Portage	"	"	"	100
White Dog	"	"	"	50
Lac de Bonnet	"	"	"	300
Lac de Bois Blanc	"	"	"	200
Shoal Lake	"	"	"	300
Norway House	"	"	Norway House	500

(continued)

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POST.	Locality.	Department.	District.	Number of Indians Frequenting It.
Benson's River	Rupert's Land	Northern	Norway House	180
Nelson's River	"	"	"	400
York Factory	"	"	York	300
Churchill	"	"	"	400
Severn	"	"	"	250
Trout Lake	"	"	"	250
Oxford House	"	"	"	300
Albany Factory	"	Southern	Albany	400
Marten's Falls	"	"	"	200
Osaburg	"	"	"	300
Lac Seul	"	"	"	300
Matawagamingue	"	"	Kinoguminoe	250
Kuckatsook	"	"	"	150
Michipioston	Canada	"	Lake Superior	300
Batchewana	"	"	"	100
Mannisse	"	"	"	50
Pic	"	"	"	100
Long Lake	Rupert's Land	"	"	80
Lake Nipigon	Canada	"	"	250
Fort William	"	"	"	350
Pigeon River	"	"	"	50
Lac d'Original	"	"	"	50
Larlocks	"	"	Lake Huron	150
Little Current	"	"	"	500
Misissaugie	"	"	"	150
Green Lake	"	"	"	150
Whitefish Lake	"	"	"	150
Sault St. Marie	"	"	Sault St. Marie	150
Moose Factory	Rupert's Land	"	Moose	180
Hannah Bay	"	"	"	50
Abitibi	"	"	"	350
New Brunswick	"	"	"	150
Great Whale River	"	"	East Main	250
Little Whale River	"	"	"	250
Fort George	"	"	"	200
Rupert's House	"	"	Rupert's River	250
Mistassiny	"	"	"	200
Tomiskany	"	"	"	75
Wosonsby	"	"	"	150
Mechiskan	"	"	"	75
Pike Lake	"	"	"	80
Nitchequan	"	"	"	80
Kanipiscow	"	"	"	75
Tomiscamingue House	Canada	"	Tomiscamingue	400
Grand Lac	"	"	"	200
Kakabengine	Rupert's Land	"	"	100
Lake Nipissingue	Canada	"	"	150
Hunter's Lodge	"	"	"	100
Tomagamingue	"	"	"	100
Lac des Allouettes	"	Montreal	Fort Coulonge	200
Jouchis	"	"	"	75
Matawa	"	"	"	100
Barkingham	"	"	Lac des Sables	50
Wichie Desert	"	"	"	100
Lachine House	"	"	Lachine	Whites.
Three Rivers	"	"	St. Maurice	Whites.
Weymoutachingue	"	"	"	150
Kikanditch	"	"	"	100
Tadouac	"	"	King's Posts	100
Chicoutimie	"	"	"	100
Lake St. John's	"	"	"	250
Ile Jerome	"	"	"	250
Godbout	"	"	"	100
Seven Islands	"	"	"	200
Mingon	"	"	Mingon	200
Musquarro	"	"	"	100
Natoquan	"	"	"	100
North West River	Newfoundland	"	"	100
Fort Nascopie	Rupert's Land	"	Esquimaux Bay	100
Rigolet	Newfoundland	"	"	200
Kibokok	"	"	"	100
Fort Vancouver	Washington Territory.	Oregon	Columbia	100
Umppoa	Oregon Territory.	"	"	200

POST.	Locality.	Department.	District.	Number of Indians frequencing it.
Cape Disappointment	Washington Territory.	Oregon	Columbia	100
Chinook Point	"	"	"	100
Coweman	"	"	"	100
Champoeg	Oregon Territory	"	"	150
Nisqually	"	"	"	500
Cowlitz	"	"	"	250
Fort Colville	Washington Territory.	"	Colville	850
Pend Oreilles River	Indian Territory	"	"	400
Flat Heads	Washington Territory.	"	"	500
Kootenais	"	"	"	500
Okanagan	"	"	"	300
Walla Walla	Oregon Territory	"	Snake Country	300
Fort Hall	"	"	"	200
Fort Boise	"	"	"	200
Fort Victoria	Vancouver's Island	Western	Vancouver's Island	5,000
Fort Rupert	"	"	"	4,000
Nanaimo	"	"	"	2,000
Fort Langley	Indian Territory	"	Fraser's River	4,000
Fort Simpson	"	"	North West Coast Northern Tribes	10,000 25,000
Kamloops	"	"	Thompson's River	2,000
Fort Hope	"	"	"	
Stuart's Lake	"	"	New Caledonia	
M-Leod's Lake	"	"	"	
Fraser's Lake	"	"	"	
Alexandria	"	"	"	12,000
Fort George	"	"	"	
Bahama	"	"	"	
Conolly's Lake	"	"	"	
Honolulu	Sandwich Islands	"	"	—
Add Whites and half breeds in Hudson's Bay Territory, not included				6,000
Add Esquimaux not enumerated				4,000
Total				158,000

The Indian Races shown in detail in the foregoing Census may be classified as follows:

Thickwood Indians on the east side of the Rocky Mountains	35,000
The Plain Tribes (Blackfeet, &c.)	25,000
The Esquimaux	4,000
Indians settled in Canada	3,000
Indians in British Oregon and on the North-west Coast	80,000
Total Indians	147,000
Whites and half-breeds in Hudson's Bay Territory	11,000
Total	158,000

## (D. 1.)

## REGULATIONS for promoting Moral and Religious Improvement.

*Resolved*, 1st. That, for the moral and religious improvement of the servants, the more effectual civilisation and the instruction of the families and Indians attached to the different establishments, the Sabbath be duly observed as a day of rest at all the Company's posts throughout the country, and Divine service be publicly read with becoming solemnity, at which all the servants and families resident be encouraged to attend, together with any of the Indians who may be at hand, and whom it may be proper to invite.

2d. That in course of the week due attention be bestowed to furnish the women and children with such regular and useful occupation as is suited to their age and capacities, and best calculated to suppress vicious and promote virtuous habits.

3d. As a preparative to education, that the women and children at the several posts in the country be always addressed and habituated to converse in the language (whether English or French) of the father of the family; and that he be encouraged to devote a portion of his leisure time to their instruction, so far as his own knowledge and ability will permit.

COPY of the 40th and 59th Standing Rules of the FUR TRADE, established by the Councils of the Northern and Southern Departments of *Rupert's Land*.

40th. THAT the Indians be treated with kindness and indulgence, and mild and conciliatory means resorted to in order to encourage industry, repress vice, and inculcate morality; that the use of spirituous liquors be gradually discontinued in the very few districts in which it is yet indispensable; and that the Indians be liberally supplied with requisite necessaries, particularly with articles of ammunition, whether they have the means of paying for it or not, and that no gentleman in charge of district or post be at liberty to alter or vary the standard or usual mode of trade with the Indians, except by special permission of council.

59th. That not more than two gallons of spirituous liquor, and four gallons of wine, be sold at the *dépôt* to any individual in the Company's service, of what rank soever he may be.

## (D. 2.)

EXTRACT from the MINUTES of a COUNCIL for the Southern Department of *Rupert's Land*, held on the 30th May 1851.

*Resolved*, 42. "IN order to enforce habits of temperance throughout the Company's territories, it is resolved,

"That from and after this date, no spirituous liquor be issued from the Moose *dépôt*, either to the Company's officers or servants, to strangers, or to Indians; that an equivalent be made for the drafts which it has heretofore been customary to give, either in tea, sugar, muskox, biscuit, tobacco, or ammunition; that the allowance of brandy to the Company's officers be discontinued, and that no spirituous liquors be hereafter imported to Moose Factory."

## (D. 3.)

## COPY AGREEMENT prohibiting Use of Spirituous Liquors on North-west Coast.

WITH a view effectually to guard against the injurious consequences that arise from the use of spirituous liquors in the fur trade of the north-west coast, it is hereby agreed by Sir George Simpson, Governor in Chief of *Rupert's Land*, acting on behalf of the Honourable Hudson's Bay Company, and his Excellency Adolphus Etholen, captain in the Imperial navy, and Governor of the Russian American Colonies on the north-west coast of America, acting on behalf of the Russian American Company, that no spirituous liquors shall be sold or given to Indians in barter, as presents, or on any pretence or consideration whatsoever, by any of the officers or servants belonging or attached to any of the establishments or vessels belonging to either concern, or by any other person or persons acting on their behalf, on any part of the north-west coast of America, to the (latitude) northward of latitude 50°, unless competition in trade should render it necessary, with a view to the protection of

the interests of the Hudson's Bay Company, to discontinue this agreement, in so far as the same relates to or is applicable to that part of the coast to the southward of latitude 54° 40'. This agreement to have effect from the date hereof at New Archangel, or wherever else the Russian American Company have dealings with Indians on the north-west coast, and from the date of a copy thereof at the establishments of Takoo, Stikine, Fort Simpson, and Fort M'Loughlin.

Given under our hands and seals, at New Archangel, this 13th May 1842

(signed) *George Simpson.* (L. S.)  
*Adolphus Etolen.* (L. S.)

Appendix, No. 2.

Appendix, No. 3.

PAPERS delivered in by Mr. A. Isbister, 5 March 1857.

CORRESPONDENCE between Mr. Abbott Lawrence and Viscount Palmerston, respecting a Complaint alleging that the Hudson's Bay Company furnish large Quantities of Spirits to the Indians on the North-western Frontier of the United States.

No. 1.

Mr. Lawrence to Viscount Palmerston.

United States' Legation,

138, Piccadilly, 12 February 1850.

My Lord,  
REPRESENTATIONS have been made to the Government of the United States, from reliable sources, that the Hudson's Bay Company annually furnish to the Indians on the north-western frontier of the United States large quantities of spirituous liquor, endangering thereby the peace of the border, as well as corrupting the Indians themselves. It has been the policy of the United States to prevent, as much as possible, the use of spirituous liquors among the natives. The interests of Her Majesty's Government are believed to be identical with those of the United States in this respect. As complaints of this nature have been frequently made to the Government of the United States, and it has become satisfied that they are well founded, I have been instructed to make this practice the subject of a friendly remonstrance to Her Majesty's Government, and request it to co-operate with the Government of the United States in the repression of the evil, by issuing suitable instructions to the Hudson's Bay Company, or in such other manner as may best accomplish the desired result. I have the honour, therefore, to ask your Lordship to lay this remonstrance before the proper department of Her Majesty's Government, and to request its co-operation in a measure dictated by policy, as well as demanded by humanity.

I enclose a copy of a letter to the Secretary of State of the United States, accompanying my instructions on this subject, and

I have, &c.

(signed) *Abbott Lawrence.*

Appendix, No. 3.

Enclosure in No. 1.

Mr. Sibley to Mr. Clayton.

House of Representatives,

Washington, 8 December 1849.

Sir,  
THERE exists on our north-western boundary a state of things which calls imperatively for the interference of the Government. I refer to the immense amount of spirituous liquor which is imported by the Hudson's Bay Company annually, not only for their trade in the British possessions, but which is furnished to the Indians who reside and hunt within the limits of the United States. That this evil exists to a very great extent, and renders null all the efforts of our Government to prevent the introduction of ardent spirits into the Indian country, is a fact which can be established by incontestable testimony, and has been already made the subject of memorials to the proper department. My object in making the communication which I have now the honour to address you is, to ascertain whether there would be any impropriety in having the matter brought to the notice of the British Government, in the shape of a friendly remonstrance from you to the Minister of that Power. I know of no other way to accomplish the proposed end, which is the repression of an evil of great magnitude, threatening the peace of our north-western frontier.

I have, &c.

(signed) *Henry W. Sibley.*

Viscount Palmerston to Mr. Lawrence.

Sir,

Foreign Office, 11 April 1850.

I DO not fail to refer to Her Majesty's Principal Secretary of State for the Colonies your letter of the 12th of February last, remonstrating against the practice alleged to be pursued by the Hudson's Bay Company, of furnishing annually to the Indians who reside and hunt within the limits of the United States, large quantities of spirituous liquors; and I have now the honour to transmit to you herewith a copy of a letter which Earl Grey has received from Sir John Pelly, the Governor of the Hudson's Bay Company.

In that letter, Sir John Pelly states that spirits are never given to the Indians by the Hudson's Bay Company in the way of trade, either on the frontiers or in any other part of the territories of the Company. Sir John Pelly states, however, that persons residing at Red River Settlement and at Pembina, within the American frontier, carry on an extensive and illicit traffic in furs with the Indians residing within the territories of the Hudson's Bay Company, and that great quantities of spirituous liquors are sold to the Indians in the course of that traffic; and Sir John Pelly adds, that although the Hudson's Bay Company employ all the means in their power to suppress this traffic, their efforts have been in a great measure defeated by the encouragement which it receives on the American side of the border.

I am, &amp;c.

(signed) Palmerston.

Enclosure in No. 2.

Sir John Pelly to Earl Grey.

Hudson's Bay House, London,  
9 March 1850.

My Lord,

I HAVE the honour to acknowledge the receipt of Mr. Under Secretary Hawes' letter of the 4th instant, accompanied by the copy of a letter from the office of the Secretary of State for Foreign Affairs, enclosing a remonstrance from the Government of the United States against the practice alleged to be pursued by the Hudson's Bay Company of furnishing large quantities of spirituous liquors to the Indians on the north-western frontier of those States. Mr. Hawes adds a request on the part of your Lordship that I would make a report to you on the allegations contained in those papers.

To the allegations contained in this remonstrance, and in the letter of Mr. Sibley, on which it appears to be founded, I have no hesitation in giving the most unqualified denial. Spirits are never given to the Indians by the Hudson's Bay Company in trade, either on the frontiers or in any other part of their territories.

The average quantity of spirits annually supplied to each of the frontier posts, according to the best information to which I have access at present, does not exceed twenty gallons. A small portion of this not very extravagant supply, rendered harmless by dilution, is given to the Indians as a "regale" when they bring the produce of their hunts to the station, in conformity with a custom of long standing, which it has been found impossible to discontinue without altogether abandoning the fur trade in a large district of country. Whether this can endanger the peace of the frontier, I leave your Lordship to judge.

Far be it from me, however, to say that spirits are not used, and that in large quantities, in trading with the Indians on the frontiers. The Hudson's Bay Company are well aware that an illicit traffic in furs is carried on to a great extent within the Company's territories by persons residing, some at Red River Settlement, and others at Pembina, within the American frontier; that the article chiefly used by those persons in this traffic is spirits, and that the furs so procured invariably find their way to the fur-traders at St. Peter's. This is the evil which endangers the peace of the frontier, if it be endangered, and which the Hudson's Bay Company are using every means in their power to suppress; but their efforts towards this end have been in a great measure neutralised by the encouragement given to it from the American side of the border.

The American Government, I am aware, has established stringent regulations against the use of spirits in the Indian trade, but it is a well-known fact that those regulations are evaded, and that spirits are even clandestinely introduced into the Company's territories by citizens of the United States. In a country situated as these frontier districts are, it is not an easy matter to give effect to regulations or laws, the breach of which there is so strong a temptation in the gain to which it leads; but I can confidently assure your Lordship of the readiness of the Hudson's Bay Company to use the most strenuous exertions to carry out any measures which Her Majesty's Government and the Government of the United States may agree upon as best adapted to repress the evil in question.

I am not sorry, my Lord, that this subject has been brought under your Lordship's notice, as it affords me an opportunity of correcting the erroneous statements which have been made in Parliament, and promulgated through the press, respecting the quantities of spirits imported into their territories by the Hudson's Bay Company.

Your Lordship will probably be surprised when I inform you that, from the year 1842 to 1849 inclusive, the average quantity annually imported by the Company into the whole of the territories under their control, to the east and west of the Rocky Mountains, is only

4,396½

4,200½ gallons: a quantity which, if distributed only to the men employed in the service in daily allowances, would amount to less than two table-spoonfuls to each man. It is to be observed, too, that out of the above-mentioned quantity the troops stationed at Red River Settlement in 1846, 1847, and 1848 (whose consumption in daily rations alone was upwards of 4,500 gallons) had to be supplied, and also the corps of pensioners who succeeded them. There cannot, therefore, have been much left for the demoralisation of the natives.

I have, &c.  
(signed) J. N. Pelly.

DEED OF LAND to Joseph Moskman, 12th day of March 1844.

THIS INDENTURE, made the Twelfth day of March, in the year of our Lord One thousand Eight hundred and Forty-four, between the Governor and Company of Adventurers of England, trading into Hudson's Bay, of the one part, and Joseph Moskman, of Red River Settlement, yeoman, of the other part.

WHEREAS the said Joseph Moskman is desirous of becoming a settler upon the land hereinafter described or intended so to be, being certain part of a territory, in North America, belonging to the said Governor and Company, and held under the Crown by Charter. NOW THEREFORE, THIS INDENTURE WITNESSETH, that, in consideration of the said Joseph Moskman having derived right to the title formerly held by the late Michel Kikool to the possession of the lands hereby demised, and in consideration also of the covenants hereinafter contained on the part of the said Joseph Moskman, they, the said Governor and Company do hereby grant, demise, and lease unto the said Joseph Moskman, his executors, administrators, and assigns, ALL THAT piece or parcel of land distinguished in the survey of Red River Settlement as No. 142, and therein described, the whole containing one hundred and twenty-five statute acres or thereby, and well known to the said Joseph Moskman, with the necessary appurtenances thereto, TO HAVE AND TO HOLD the said piece or parcel of land hereby demised or intended so to be, and every part thereof, with the appurtenances, unto the said Joseph Moskman, his executors, administrators, and assigns, from the day next before the day of the date of these presents, and for and during and unto the full term of one thousand years, thence next ensuing; yielding and paying therefore yearly and every year, during the said term, and upon the Michaelmas day in each year, the rent or sum of three peppercoats, the first payment whereof to be made upon the twenty-ninth day of September next ensuing the date hereof. AND the said Joseph Moskman, for himself, his heirs, executors, and administrators, doth hereby covenant and agree with the said Governor and Company, in manner following, that is to say, That he the said Joseph Moskman shall or will, within forty days from the date hereof, settle and establish himself or themselves and continue to reside upon the said hereby demised land, and shall or will within five years from the date of these presents, bring, or cause or procure to be brought into a state of cultivation one-sixth part of the said hereby demised land, and thenceforth continue the same in such state. AND that he the said Joseph Moskman, his executors, administrators, or assigns, shall or will from time to time, and at all times during the said term, contribute in a due proportion to the expense of all public establishments, whether of an ecclesiastical, civil, military, or other nature, including therein the maintenance of the clergy, the building and endowment of schools, which are or shall or may be formed under the authority of the charter or charters hereinbefore referred to. AND also that he or they at proper seasons in every year, and in or towards the making and repairing of such roads and highways as lie within two miles from the said hereby demised premises, shall and will employ himself or themselves, and his or their servants, horses, cattle, carts, and carriages, and other necessary things for that purpose, where and when required so to do by the surveyor or overseer for the time being, appointed for the making and amending public roads, bridges and highways, within such limit as aforesaid; such requisition, nevertheless, in point of time not to exceed six days in each year computed day by day, and from Michaelmas to Michaelmas; and shall or will use his or their endeavours for the benefit and support of the clergyman to whom or whose communion he or they shall belong, by employing himself or themselves, and his or their servants, horses, cattle, carts and carriages, and other things necessary for the purpose, not exceeding at and after the rate of three days in the spring, and three days in the autumn of each year, and in every other respect, when and whereby the said clergyman shall appoint. AND also that he the said Joseph Moskman, his executors, administrators, and assigns, shall not nor will, without the license or consent of the said Governor and Company for that purpose first obtained, carry on or establish, or attempt to carry on or establish in any parts of North America, any trade or traffic in or relating to any kind of skins, furs, or peltry, nor dressed leather, nor in any manner directly or indirectly aid or abet any person or persons in carrying on such trade or traffic; nor shall nor will at any time or times during the said term, distil or cause or procure to be distilled, spirituous liquors of any nature or kind soever, either upon the land hereby demised, or within any other part of the territories belonging to the said Governor and Company in North America, nor during the said term, knowingly suffer or permit any other person or persons whom-

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soever, to distil any such liquors upon the said demised land, or any part thereof. AND also that he the said *Joseph Monkman*, his executors, administrators, and assigns, shall not nor will at any time export beyond the territories of the said Governor and Company any effects, being the produce of the said land, or acquired by the said *Joseph Monkman*, his executors, administrators, and assigns, within the territories of the said Governor and Company, and intended to be exported by him the said *Joseph Monkman*, his executors, administrators and assigns, other than and except at Port Nelson (one of the ports belonging to the said Company), and in ships or vessels or in a ship or vessel belonging to or in the service of the said Governor and Company to be conveyed to the port of London, and there to be lodged and deposited in some or one of the warehouses belonging to or used for that purpose by the said Governor and Company, and with power to sell and dispose of the same effects on the account of the said *Joseph Monkman*, his executors, administrators, and assigns. AND also shall not nor will import any goods or effects into the territories of the said Governor and Company in North America, or any part thereof, other than and except from the said port of London, and through some or one of the warehouses belonging to or used by the said Governor and Company for the warehousing of goods in the said port of London, and other than and except in a vessel or vessels, ship or ships belonging to the said Governor and Company, or in their service. AND also that he or they shall or will pay and allow to the said Governor and Company in respect of all such produce, goods, and commodities, whether exported or imported, all charges as and for and in the nature of gaugage, wharfage, warehouse-room, and commission for sale, which shall be or constitute the average or ordinary price or prices in similar cases, together with such charge for freightage as shall at the time or respective times be fair and reasonable; and shall and will allow, or pay as in the nature of a custom or duty, any sum not exceeding five pounds, for and upon every one hundred pounds in value or amount of the produce, goods and commodities which shall or may be conveyed to or from Port Nelson from or to the port of London as aforesaid, and so in proportion for a less quantity in value or in amount than one hundred pounds, unless the same kind of produce, goods, and commodities shall be subject to a higher rate of duty on importation at Quebec, and then in cases of importation. That he or they shall and will pay and allow unto the said Governor and Company sums at and after the same rate as shall be paid or payable at Quebec, such value or amount to be from time to time fixed and ascertained in all cases of import by and upon the actual and *bona fide* invoice prices, and in all cases of export by the net proceeds of sales at London aforesaid. AND the said *Joseph Monkman*, for himself, his heirs, executors, and administrators, doth hereby further covenant with the said Governor and Company, and their successors, that he the said *Joseph Monkman*, his executors, administrators, and assigns, will use his and their best endeavours to maintain the defence and internal peace of the territories of the said Governor and Company in North America, and shall and will be chargeable therewith according to such laws and regulations as are now in force in respect of the same territories, or as shall from time to time be made by competent authority; and also that he the said *Joseph Monkman*, his executors, administrators, or assigns, shall not nor will at any time or times during the said term, or by any direct or indirect, mediate or immediate manner, ways, or means, infringe or violate, or set about or attempt to infringe or violate, or aid, assist, or abet, or set about or attempt to aid, assist, or abet, or supply with spirituous liquors, trading goods, provisions or other necessaries, any person or persons whomsoever, corporate or incorporate, or any prince, power, potentate, or state whatsoever, who shall infringe or violate, or who shall set about or attempt to infringe or violate the exclusive rights, powers, privileges, and immunities of commerce, trade, and traffic, or all or any other of the exclusive rights, powers, privileges, and immunities of or belonging or in any wise appertaining to, or held, used, or enjoyed by the said Governor and Company and their successors under their charter or charters, without the license or consent of the said Governor and Company and their successors for the time being first had and obtained. AND LASTLY, that he the said *Joseph Monkman*, his executors, administrators, or assigns, shall not nor will, at any time during the said term, under-let, or assign, or otherwise alienate, or dispose, or part with, the actual possession of the said land hereby demised, or any part thereof, for all or any part of the said term, or any interest derived under the same, without the consent in writing of the said Governor and Company for the time being first had and obtained. AND ALSO that he the said *Joseph Monkman*, his executors, administrators, or assigns, shall or will, within six calendar months from the date hereof, as to those presents, and within six calendar months from the date of each respective assignment or under-lease, to be made under or through these presents; and with respect to each such assignment and under-lease respectively, cause these presents and every such assignment or under-lease, when made, to be registered in the register of the said territories in North America, or of the district in which the said hereby demised land shall be situate, and wherever such register shall be kept at the time. PROVIDED ALWAYS, nevertheless, and it is hereby declared and agreed, that if the said *Joseph Monkman*, his executors, administrators, or assigns, shall not in all things well and truly observe and perform all and every the covenants and agreements herein contained, on his and their behalf to be observed and performed, then, and in either of such cases, and either upon or after the first breach, or any subsequent breach or breaches of covenant, and as to any subsequent breach or breaches, notwithstanding there may have been any waiver or waivers, or supposed waiver or waivers thereof, by the acceptance of rent or otherwise, it shall or may be lawful to and for the said Governor and Company, and their successors or assigns, to enter into and upon the said hereby demised premises, or any part thereof, in the name of the whole thereof, and to have, hold,

retain,



retain, and enjoy the same as in their former state, and also to put an end to, and determine the same term of one thousand years, or so much thereof as shall be then unexpired, and all and every person or persons then occupying the same premises, or claiming title thereto, to put out and remove any thing hereinbefore contained to the contrary notwithstanding. IN WITNESS whereof, the said parties to these presents have herewith set their hands and seals, the day and year first above written.

Appendix, No. 2.

For the Governor and Company aforesaid,

*Dav. Finlayson, Governor of Assiniboin.* (L. S.)

*Joseph Meekman.* (L. S.)

Signed, sealed, and delivered, in the presence of  
George Taylor, of Red River Settlement, Surveyor,  
and John Black, of the same place, Clerk in the  
service of the said Governor and Company.

*George Taylor, Witness.*

*John Black, Witness.*

#### Appendix, No. 4.

PAPERS furnished by the Rev. G. O. Corbett, and referred to in Question 3773 of his Evidence, 5 March 1857.

EXTRACT from MINUTES of Meeting of the Governor and Council of *Rupert's Land*, held at Red River Settlement, 10 June 1844.

*Resolved*, 1. THAT, once in every year, any British subject, if an actual resident, and not a fur trafficker, may import, whether from London or from St. Peter's, stores free of any duty now about to be imposed, on declaring truly that he has imported them at his own risk.

Appendix, No. 4.

2. That, once in every year, any British subject, if qualified as before, may exempt from duty, as before, imports of the local value of ten pounds, on declaring truly that they are intended exclusively to be used by himself within Red River Settlement, and have been purchased with certain specified productions or manufactures of the aforesaid settlement, exported in the same season or by the latest vessel at his own risk.

3. That, once in every year, any British subject, if qualified as before, who may have personally accompanied both his exports and imports, as defined in the preceding Resolution, may exempt from duty, as before, imports of the local value of 50 L., on declaring truly that they are either to be consumed by himself, or to be sold by himself to actual consumers within the aforesaid settlement, and have been purchased with certain specified productions or manufactures of the settlement, carried away by himself in the same season or by the latest vessel at his own risk.

4. That all other imports from the United Kingdom for the aforesaid settlement, shall, before delivery, pay at York Factory a duty of 20 per cent. on their prime cost, provided, however, that the Governor of the settlement be hereby authorised to exempt from the same all such importers as may, from year to year, be reasonably believed by him to have neither trafficked in furs themselves since the 8th day of December 1844, nor enabled others to do so by illegally or improperly supplying them with trading articles of any description.

5. That all other imports from any part of the United States shall pay all duties payable under the provisions of 5 & 6 Vict. c. 49, the imperial statute for regulating the foreign trade of the British possessions in North America; provided, however, that the Governor-in-Chief, or, in his absence, the President of the Council, may so modify the machinery of the said Act of Parliament as to adapt the same to the circumstances of the country.

7. That henceforward no goods shall be delivered at York Factory to any but persons duly licensed to freight the same, such licenses being given only in those cases in which no fur trafficker may have any interest direct or indirect.

8. That any intoxicating drink, if found in a fur trafficker's possession, beyond the limits of the aforesaid settlement, may be seized and destroyed by any person on the spot.

Whereas the intervention of middlemen is alike injurious to the Honourable Company and to the people; it is *Resolved*,

9. That henceforward furs shall be purchased from none but the actual hunters of the same.

Fort Garry, 10 July 1844.

## SESSION II.

## Appendix, No. 5.

COPY of the LETTER addressed by Mr. Chief Justice *Draper* to Her Majesty's Secretary of State for the Colonies, bearing date 6th May 1857, together with a Copy of the MEMORANDUM therein referred to.

Sir,

33, Spring-gardens, 6 May 1857.

Appendix, No. 5.

In the last interview with which you favoured me, I took occasion to advert to the question of boundary between Canada and the Hudson's Bay territory, as one which required to be settled as a necessary preliminary to many other very important inquiries involved in the matters submitted to a Committee of the last House of Commons, and, as I understood, to be again submitted to the new Parliament.

I alluded to the difference between the views of the Hudson's Bay Company, as expressed in former times, and those which are now, and have been within the last forty years, advanced by them on this point; and I stated my readiness to submit a memorandum to you in relation thereto, which you were pleased to signify your readiness to receive and consider.

That memorandum I have now the honour to enclose. As the construction of the language of the charter, and the extent of the territory purporting to be granted are involved, it may be considered desirable that the matter should be referred to the Judicial Committee of the Privy Council. In this event, I venture to request, that counsel on the part of the Province may be permitted to attend to watch the argument, and, if it be deemed necessary, that they may be heard in support of those views which more immediately affect the interests of Canada.

I have suggested a reference to the Judicial Committee, because I think its opinion would command the ready acquiescence of the inhabitants of Canada as to their legal rights, and because I believe they entertain a very strong opinion that a considerable portion of the territory occupied or claimed by the Hudson's Bay Company will be found to lie within the proper limits of that Province.

Whether it would be desirable to sever this from the more general question of the legality and validity of the charter, is a matter I should desire to leave for your consideration, but in any event I think it expedient that counsel should be permitted to attend to watch the interests of the Province.

I have, &c.

(signed) *Wm. H. Draper.*

The Right Hon. H. Labouchere,  
&c. &c. &c.

MEMORANDUM enclosed in Chief Justice *Draper's* Letter of May 6th, to the Secretary of State.

It is not proposed at present to discuss the validity of the charter of the Hudson's Bay Company. A careful perusal of it will suggest many doubts whether it be not altogether void. But assuming that it may be sustainable for every or for any of the purposes for which it was intended, and, for the moment conceding that the indefinite description of the territory purporting to be granted does not vitiate the grant, there is a question as to the limits of that territory in which the province of Canada is deeply interested.

The parts of the charter bearing on this question are as follow:—

1. "All the lands and territories upon the countries, coasts, and confines of the seas, bays, lakes, rivers, creeks, and sounds aforesaid" (stated in a preceding part to be those which lie within the entrance of the straits commonly called Hudson's Straits, in whatsoever latitude such bays, &c., should be), "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 hereby granted as aforesaid, with their and every

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 socage."

And, 2. "And furthermore, we 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 for ever 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 within the territories, limits, and places aforesaid, and to and with all other nations inhabiting any of the coasts adjacent to the said territories, limits, and places which are not granted to any of our subjects."

Prior to this charter, there was little or nothing done within Hudson's Bay in the way of taking any actual possession of the territory granted. The bay had been discovered, several ships from time to time had entered it, and probably some interchange of commodities with the Indians had taken place while the vessels remained within the straits; but nothing whatever was known of the interior. Charles the Second claimed, for it was no more than a claim, all the territory which the discovery of the straits and bay could confer on the British Crown. The French Crown in like manner had claimed, by reason of their actual settlement of Canada, and of their progressive discoveries and trade, not only all the western territory, including that now in dispute, but even the bay of the north, and thence to the Pole; but neither French nor English had, in 1670, actually penetrated, so far as appears, within many hundred miles of the Red River.

The settlements made by the Hudson's Bay Company were at first confined to those on the shores of James Bay, and at the Churchill and Hayes Rivers. Henley House, which is about 150 miles up the Albany River, was not erected before the year 1740. The Company afterwards erected Fort Nelson, which is laid down on the maps at about 200 or 250 miles from the mouth of Churchill River, and the fort at Split Lake, which is represented as about 140 miles from the mouth of the Nelson River. It is believed that these two last-named forts are of comparatively modern erection, but that, at all events, for more than a century after the date of the charter, these, together with the forts on or near the shores of the bays, were the only settled posts of the Hudson's Bay Company.

This throws some light upon the view, which the Company practically adopted, of the extent of their territories.

In many written documents they treat Hudson's Straits and Bay as the governing and principal matter, in reference to or for the purpose of securing which, the grant of territory was made to them.

In a petition addressed by the Hudson's Bay Company to Charles the Second in 1682, they say that his Majesty was graciously pleased to incorporate them, and to grant to them for ever all the said bay, and the straits leading thereunto, called Hudson's Straits, with all the lands and territories, rivers, and islands in and about the said bay, and the sole trade and commerce there; and, referring to a letter of Monsieur De la Barre, the Governor of Canada, threatening to drive them out, they observe, they doubt not but that by the King's Royal authority and protection, they will be enabled to defend his undoubted right and their own within the bay, "wherein never any nation but the subjects of your Imperial Crown has made discoveries or had any commerce."

In a letter, dated 25 January 1796-7, they urge, "whenever there be a treaty of peace between the Crowns of England and France, that the French may not travel or drive any trade beyond the midway betwixt Canada and Albany Fort, which we reckon to be within the bounds of our charter."

In 1698, in a letter written by their deputy-governor to the Lords Commissioners of Trade, they repeat the same desire.

In a memorial, dated in June 1699, they represent the charter as constituting them the true and absolute proprietors of Hudson's Bay, and of all the territories, limits, and places thereto belonging. They further set forth the attacks made in 1682 and 1686 by the French from Canada, and their applications for redress, and the declaration made by James the Second that he, upon the whole matter, did conceive the said Company well founded in their demands, and therefore did insist upon his own right and the right of his subjects to the whole Bay and Straits of Hudson, and to the sole trade thereof; and they pray the then King, William the Third, to insist upon the inherent right of the Crown of England and the property of his subjects not to be alienated, that so considerable a trade might not be lost, and the Hudson's Bay Company "be left the only mourners" in the peace of Ryswick.

At this time all their forts but one (Albany Fort) had been taken by the French; some of them, indeed, while the two Crowns were at peace; an act of aggression specially referred to by his Majesty in the declaration of war in 1689.

In January 1700, being called upon by the Lords of Trade and Plantations, they offered proposals for limits between them and the French in Hudson's Bay, insisting at the same time upon their undoubted right "to the whole Bay and Straights of Hudson." The proposed limits were, to confine the French from trading or building any house, factory, or fort to the northward of Albany River situate in about 53° of north latitude on the west main

coast, or to the northward of Rupert's River, on the east main or coast of the bay, binding themselves not to trade or build any house, factory, or fort to the southward of these two rivers "on any ground belonging to the Hudson's Bay Company." They urged that these limits should be settled; stating, that if the French refused, they must insist upon their prior and undoubted right to the whole Bay and Straits of Hudson, which, they observed, the French never yet would strictly dispute or suffer to be examined into, though the first step of the eighth article of the treaty of Ryswick directs the doing of it. These limits would have given the French access to the bay by the Moose River.

The French ambassador did, however, in March 1698-9, set forth the claims of his sovereign in a long answer to the English memorial, among other things, observing that the different authors who have written about Canada or New France, gave it no limits northwards, and that it appeared by all the grants or letters of incorporation made at several times by the kings of France to the companies settled in New France, and particularly in 1628, that all the Bay of the North is comprehended in the limits mentioned by the said grants.\*

He also further suggested, that if the English had had any knowledge of the bay, or any claim thereto, they would not have insisted on it, and expressly to mention it in the treaty of 1632 (that of St. Germain en Laye) when they restored to the French New France. Admitting that the French neither then nor for a long time afterwards had any forts on the coasts of the bay, he explains it by saying, that being masters of the inland country, the savages, with whom they had a continual trade, brought their furs over lakes and rivers.

In April 1714, the Hudson's Bay Company thank the Queen "for the great care your Majesty has taken for them by the treaty of Utrecht, whereby the French are obliged to restore the whole Bay and Straights of Hudson; the undoubted right of the Crown of Great Britain."

In August 1714, in reference to the same treaty, the Hudson's Bay Company proposed that the limits between the English and French on the coast of Labrador, should commence from the island, called Griesmington's Island or Cape Perdrix, in the latitude of 38½° N., which they desire may be the boundary between the French and English on the coast of Labrador; and that a line be drawn south-westerly, to pass through the centre of Lake Mistassinié; and from that lake a line to run south-westward into 49° north latitude; and that such latitude be the limit, that the French do not come to the north, nor the English to the south of it.

In another paper of about the same period, they give the following account of the motives which induced the formation of the Company, "It was, therefore, after the happy restoration of King Charles II. that trade and commerce began to revive, and in particular that some noblemen and other public-spirited Englishmen, not unmindful of the discovery and right of the Crown to those parts in America, designed at their own charge to adventure the establishing of a regular and constant trade to Hudson's Bay, and to settle forts and factories there, whereby to invite the Indian nations (who lived like savages many hundred leagues up in the country) down to their factories."

In August 1719 the Hudson's Bay Company acknowledges the surrender by the French of the straits and bay, in such manner that they had nothing to object or desire further on that head. But they urged the settlement of the limits between the English and French territories without delay, since the French subsequently to the conclusion of the peace (in 1715) made a settlement at the head of Albany River, upon which the Company's principal factory was settled, whereby they interrupted the Indian trade from coming to the Company's factories. It was therefore proposed and desired, "that a boundary or dividend line may be drawn so as to exclude the French from coming anywhere to the northward of the latitude of 49°, except on the coast of Labrador; unless this be done, the Company's factories at the bottom of Hudson's Bay cannot be secure, or their trade preserved."

In all the foregoing documents it will be observed, that whether upon the peace of Ryswick, when English affairs looked gloomy and those of France were in the ascendant, or after the treaty of Utrecht, when the power of France was broken, the Hudson's Bay Company sought to have the boundary between the territories they claimed and those forming part of Canada, settled by some defined and positive line which was to be the result of negotiation, not then pretending that there was anything in their charter which gave them a rule by which they could insist that the extent of their territories to the southward should be ascertained.

Even in October 1750, they entertained the same views, while at that time they were pushing their pretensions, both to the northward and westward, to the utmost limits. They state that the limits of the lands and countries lying round the bay, comprised, as they conceived, within their grant, were as follow: All the land lying on the east side or coast of the said bay, eastward to the Atlantic Ocean and Davis' Straits, and the line hereafter

mentioned

\* L'Escarbot describes Canada at the period of the appointment of De la Roche in 1598, thus—"Ainsi notre Nouvelle France a pour limites de côté d'ouest les terres jusqu'à la Mer Pacifique au delà de Tropique du Cancer, au midi les îles de la Mer Atlantique du côté de Cuba et l'île Espagnole au levant la Mer du Nord qui baigne la Nouvelle France; et au septentrion cette terre qui est dite inconnue vers la Mer Glacée jusqu'à la Pôle Arctique."

mentioned as the east and south-eastward boundaries of the said Company's territories, and towards the north, all the lands that lie on "the north end, or on the north side, or east, of the said bay, and extending from the bay northwards to the utmost limits of the lands there towards the North Pole; but where or how these lands terminate, is at present unknown. And towards the west, all the lands that lie on the west side or east of the said bay, and extending from the bay westward to the utmost limits of those lands, but where or how those lands terminate to the westward is also unknown, though probably it will be found they terminate on the Great South Sea. And towards the south, all the lands that lie on the south end, or south side of the coast of the said bay, the extent of which lands to the south to be limited and divided from the places appertaining to the French in those parts by a line," &c., describing the line from Cape Perleux to the 49th parallel, and along that parallel westward, as in their proposals of August 1719, excepting that they state the starting point to be in latitude 59½ N. They add, with regard to this boundary, that "to avoid as much as possible, any just grounds for differing with the French in agreeing on those boundaries which lie nearest their settlements, it is laid down so as to leave the French in possession of as much, or more land than they can make any just pretensions to; and at the same time leaves your memorialists but a very small district of land from the south end of the said bay necessary for a frontier." It is worthy of remark, that this line would have given to France the southerly portion of the Lake of the Woods, Rainy River, and Rainy Lake, which are now claimed as within the Company's territories.

The foregoing extracts are deemed sufficient to establish that the Company considered their territorial rights in reference to their connexion with and proximity to Hudson's Bay itself, where they had planted their factories and desired to attract the Indian trade. They certainly show that neither after the treaty of Ryswick, nor that of Utrecht, when they stated the boundaries, they were either willing to submit to or were desirous of obtaining; nor yet in 1750, when they set forth what they thought themselves entitled to claim under their charter, did they ever think of asserting a right to all the countries the waters of which flow into Hudson's Bay. Their claims to lands lying both northward and westward of the bay are entirely at variance with any such idea. Sir J. Pelly, before a Committee of the House of Commons in March 1837, seems to have adhered to the views expressed in 1750, when he said, "the power of the Company extends all the way from the boundaries of Upper and Lower Canada away to the North Pole, as far as the land goes, and from the Labrador coast all the way to the Pacific Ocean," though he afterwards explains that the Company claimed in fee-simple all the lands the waters from which ran into Hudson's Bay.

It is submitted, that if this latter claim were well founded, the further grant in the charter of exclusive trade beyond the limits of the territories granted in fee-simple, would give colour to the assertion of the "power" of the Company extending to the Pacific; assuming that the word "power" was used to designate the exclusive right of trade, and not the ownership of the territory. For if the charter gives the fee-simple of the lands to the Rocky Mountains, the Pacific is a "Sea," and Fraser's and McKenzie's are "rivers," into which "entry or passage by water or land out of the territories" actually granted may be found; though in such case the application for a licence for the exclusive trade would, if the charter be in this respect valid, have been unnecessary.

The French Government, it appears, would not agree to the proposal which would have limited them to the 49th parallel. Colonel Bladen, one of the British Commissioners under the Treaty of Utrecht, wrote from Paris in 1719 in reference thereto, "I already see some difficulty in the execution of this affair, there being at least the difference of two degrees between the best French maps and that which the Company delivered us." No settlement of the boundary could be arrived at.

If the later claim of territorial limits had been advanced during this negotiation, there can be no doubt it would have been resisted even more strenuously than the effort to make the 49th parallel the boundary was, not merely by contending that the territory so claimed formed part of Canada, and had been treated as such by the French long before 1670, but also that the French king had exercised an act of disposition of them, of the same nature as that under which the Hudson's Bay Company claim, by making them the subject of a charter to a company under the *Sieur de Caen's* name, and after the dissolution of that company had, in 1627, organised a new company, to which he ceded the entire country called Canada. And this was before the Treaty of St. Germain en Laye, by which the English restored Canada to the French. In 1663 this company surrendered their charter, and the king, by an edict of March in that year, established a council for the administration of affairs in the colony, and nominated a governor; and, about 1665, Monsieur Talon, the intendant of Canada, despatched parties to penetrate into and explore the country to the west and north-west, and in 1671 he reported from Quebec that the "*Sieur de Lauson* is returned, after having advanced as far as 500 leagues from here, and planted the cross, and set up the king's arms, in presence of 17 Indian nations assembled on the occasion from all parts, all of whom voluntarily submitted themselves to the dominion of his Majesty, whom alone they regard as their sovereign protector."

The French kept continually advancing fets and trading posts in the country, which they claimed to be part of Canada; not merely up the Saguenay River towards James

## Appendix, No. 5.

Bay, but towards and into the territory now in question: in parts and places to which the Hudson's Bay Company had not penetrated when Canada was ceded to Great Britain in 1763, nor for many years afterwards.\* They had posts at Lake St. Anne, called by the older geographers *Alenimipigon*; at the Lake of the Woods; Lake Winnipeg, and two, it is believed, on the Saskatchewan, which are referred to by Sir Alexander McKenzie in his account of his discoveries.

Enough, it is hoped, has been stated to show that the limits of the Hudson's Bay Company's territory are as open to question now as they have ever been, and that when called upon to define them in the last century, they did not advance the claim now set up by them; and that even when they were defining the boundary which they desired to obtain under the Treaty of Utrecht, at a period most favourable for them, they designated one inconsistent with their present pretensions, and which, if it had been accepted by France, would have left no trifling portion of the territory as part of the province of Canada.

So far as has been ascertained, the claim to all the country the waters of which ran into Hudson's Bay, was not advanced until the time that the Company took the opinions of the late Sir Samuel Romilly, Messrs. Cruise, Holroyd, Scarlett, and Bell. Without presuming in the slightest degree to question the high authority of the eminent men above-named, it may be observed that Sir Arthur Pigott, Serjeant Spankie, Sir Vicary Gibbs, Mr. Bencroft, and Mr. (now Lord) Brougham took a widely different view of the legal validity of the charter, as well as regards the indefinite nature of the territorial grant, as in other important particulars.

Of the very serious bearing of this question on the interests of Canada, there can be no doubt. By the Act of 1774, the province of Quebec is to "extend westward to the banks of the Mississippi, and northward to the southern boundary of the territory granted to the merchants adventurers of England trading to Hudson's Bay."

And in the division of the Provinces under the statute of 1791, the line was declared to run due north from Lake Temiscamary "to the boundary line of Hudson's Bay;" and the Upper Province is declared to consist "of or include all that part of Canada lying to the westward and southward of the said line."

The union of the Provinces has given to Canada the boundaries which the two separate Provinces of Upper and Lower Canada had; the northern boundary being the territory granted to the Hudson's Bay Company.

It is now becoming of infinite importance to the Province of Canada, to know accurately where that boundary is. Plans for internal communication connected with schemes for agricultural settlements, and for opening new fields for commercial enterprise, are all, more or less, dependent upon or affected by this question; and it is to Her Majesty's Government alone that the people of Canada can look for a solution of it. The rights of the Hudson's Bay Company, whatever they may be, are derived from the Crown; the Province of Canada has its boundaries assigned by the same authority; and now that it appears to be indispensable that those boundaries should be settled, and the true limits of Canada ascertained, it is to Her Majesty's Government that the Province appeals to take such steps as in its wisdom are deemed fitting or necessary, to have this important question set at rest.

## Appendix, No. 6.

## Appendix, No. 6.

PAPER delivered in by Mr. Chief Justice *Draper*, 28 May 1857, relative to  
CANADIAN BOUNDARIES.

## BOUNDARIES.

On 25th January 1694-7, not long before the Treaty of Ryswick (which was signed on the 20th September 1697), the Hudson Bay's Company expressed their "desire that whenever there should be a treaty of peace between the Crowns of England and France, that the French may not travel or drive any trade beyond the midway betwixt Canada and Albany Fort, which we reckon to be within the bounds of our charter."

The 8th Article of the Treaty of Ryswick shows that the French, at that time, set up a claim of right to Hudson's Bay, though that claim was abandoned at the peace of Utrecht, and was never set up afterwards.

In

\* In the evidence given by the honourable Wm. McGillivray, on one of the North-west trials at York (now Toronto), in 1818, he stated that there were no Hudson's Bay traders established in the Indian country about Lake Winnipeg or the Red River, for eight or nine years after he had been used (as a partner in the North-west Company) to trade in that country.

In 1687, James the Second declared to the French Commissioners MM. Barillon and Bonzepe, that having maturely considered his own right, and the right of his subjects, to the whole Bay and Straits of Hudson, and having been also informed of the reasons alleged on the part of the French to justify their late proceedings in seizing these forts (Fort Nelson and Fort Charles), which for many years past have been possessed by the English, and in committing several other acts of hostility, to the very great damage of the English Company of Hudson's Bay, his Majesty, upon the whole matter, did consider the said Company well founded in their demands, and, therefore, did insist upon his own right, and the right of his subjects, to the whole Bay and Straits of Hudson, and to the sole trade thereof.

"The grants of the French king signify nothing to another prince his right, and they may name what they will in their grants places, known or unknown, but nobody is so weak as to think that anything passeth by those grants but what the king is rightfully and truly possessed of or entitled to, for, *semper dat quod non habet*, is a maxim understood of all; but whereas the French would have no bounds to Canada to the northward, nor, indeed, to any parts of their dominions in the world if they could."—Extract from the Reply of the Hudson's Bay Company to the French Answer left with the English Commissioners, 24 June 1699, under Treaty of Ryswick.

In 1687 there were discussions between the English and French, respecting the right to the bay and straits, in which it was, among other things, submitted on the part of the Hudson's Bay Company as follows:—"It shall not be the fault of the Company of Hudson's Bay, if their agents and those of the Company of Canada do not keep within their respective bounds, the one pretending only to the trade of the bay and straits above-mentioned, whilst the other keeps to that of Canada; and that the forts, habitations, factories, and establishments of the English Company be restored, and their limits made good, as the first discoverers, possessors, and traders thither."

The Company having already waived the establishments of a right to Hudson's Bay and Straits "from the mere grant and concessions of the king, which, indeed, cannot operate to the prejudice of others that have the right of discovery and continued possession on their side, it is again averred that his Majesty's subjects only are possessed of such a right to the coasts, bays, and straits of Hudson."

"The Hudson's Bay Company having made out his Majesty's right and title to all the bay within Hudson's Straits, with the rivers, lakes, and creeks therein, and the lands and territories thereto adjoining, in which is comprehended Port Nelson as part of the whole." 16 July 1700. The Hudson's Bay Company proposed the following limits between themselves and the French, in case of an exchange of places, and that they cannot obtain the whole of the straits and bay which of right belongs to them.

1. That the French be limited not to trade or build any factory, &c. beyond the bounds of 53° N. or Albany River, to the northward on the west or main coast, and beyond Rupert's River to the northward on the east main coast.

2. The English shall be obliged not to trade nor build any factory, &c. beyond the aforesaid latitude of 53° or Albany River, or beyond Rupert's River, south-east towards Canada, on any land which belongs to the Hudson's Bay Company.

3. As likewise that neither the French nor English shall at any time hereafter extend their bounds contrary to the aforesaid limitations . . . which the French may very reasonably comply with, for that they by such limitations will have all the country south-eastward, betwixt Albany Fort and Canada, to themselves, which is not only the best and most fertile part, but also a much larger tract of land than can be supposed to lie to the northward, and the Company deprived of that which was always their undoubted right.

By this document it appears the French were insisting on having the limits settled between York and Albany Fort, as in the latitude of 53 degrees or thereabouts.

22 January 1701-2. The Lords of Trade and Plantations asked the Company to say "whether, in case the French cannot be prevailed with to consent to the settlement proposed on the 10th July preceding by the Company, they will not consent that the limits on the east side of the bay to the latitude of 52½ degrees." This proposal would have given the East Main River and Rupert's River to Canada.

On the 29th January, the Hudson's Bay Company alter their proposals, offering the boundary on the east main, or coast, to be Hudson's River, vulgarly called Canote, or Canoe River (which I take to be the river now marked on the maps as the East Main River); but, they add, should the French refuse the limits now proposed by the Company, the Company think themselves not bound by this or any former concessions of the like nature, but must (as they have always done) insist upon their prior and undoubted right to the whole Bay and Straits of Hudson, which the French never yet would strictly dispute, or suffer to be examined into (as knowing the weakness of their claim), though the first step in the 8th Article of the Treaty of Ryswick, directs the doing of it. If either proposal had been accepted, the French would have had access to James' Bay. The first propositions left them the Moose River; the second appears to have given up Rupert's River.

## Appendix, No. C.

In February 1711-12, prior to the Treaty of Utrecht, the Hudson's Bay Company proposed, that the limits between them and the French in Canada, should begin "at Greening-ton's Island or Cape Perdrix, in the latitude of 55½° north, which they desire may be the boundary between the English and French, on the coast of Labrador, towards Rupert's Land on the East Main and Nova Britannica on the French River." That a line be drawn from Cape Perdrix to the Great Lake Mistassing, dividing the same into two parts, beyond which line the French were not to pass to the north, nor the English to the South.

In August 1714, they renewed their application for the settlement of the limits, adding to their former proposition, that from the Lake Mistassing a line should run south-westward into 49° north latitude, and that such latitude be the limit, and that the French do not come to the north, or the English to the south of this boundary.

In August 1719, in a memorial, they say, that "the surrender of the straits and bay aforesaid has been made according to the tenor of the treaty, at least in such manner that the Company acquiesced therein, and have nothing to object or desire further on that head." But they even then, complained that, since the conclusion of the peace, viz., in 1715, the French had made a settlement at the head of Albany River, "upon which very river our principal factory is settled, whereby they intercept the Indian trade from coming to the Company's factories; and will, in time, utterly ruin the trade, if not prevented. It is, therefore, proposed and desired, that a boundary or divided line may be drawn so as exclude the French from coming any where to the northward of the latitude of 49°, except on the coast of Labrador; unless this is done, the Company's factories at the bottom of Hudson's Bay cannot be secure, or their trade preserved." This shows that the Company there sought to establish an arbitrary boundary, and that the object of it was, to secure the fur trade from the French.

The English Commissioners made the demand to have limits established according to the prayer of the Hudson's Bay Company, and for the giving up the new fort erected by the French; adding a demand that the French should make no establishments on any of the rivers which discharged themselves into Hudson's Bay; and that the entire course of the navigation of these rivers should be left free to the Company, and to such of the Indians as desired to trade with them.

The precise terms of the instructions to the Commissioners hardly seem to have contemplated the latter part of the demand, for they (the instructions of 3d September 1719) merely designate the boundaries, beyond which the French and English respectively are not to cross. They contain this passage however: "But you are to take especial care in wording such articles as shall be agreed upon with the Commissioners of his Most Christian Majesty upon this head; that the said boundaries be understood to regard the trade of the Hudson's Bay Company only."

Colonel Bladen, on the 7th November 1719, wrote to the Lords of Trade that the English Commissioners would that day deliver in the demand, and that he foresaw "some difficulty in the execution of this affair, there being at least the difference of two degrees between the best French maps and that which the Company delivered us, as your Lordship will perceive by the carte I send you herewith."

Colonel Bladen was right. After receiving the English demands, the French Commissioners, the Maréchal d'Estrees and the Abbé Dubois, never met the English Commissioners again, and all the instances of the English Ambassadors failed to procure a renewal of the conferences.

The Company were again called upon on the 23th July 1720, to lay before the Lords of Trade, an account of the limits and boundaries of the territory granted to them. They replied, among other things, that the said straits and bay "are now so well known, that it is apprehended they stand in no need of any particular description than by the chart or map herewith delivered, and the limits or boundaries of the lands and countries lying round the same, comprised, as your memorialists, conceive in the said grant, are as follows: that "is to say, all the lands lying on the east side or coast of the said bay, and extending from the bay eastward to the Atlantic Ocean and Davis' Strait, and the line hereafter mentioned as the east and south-eastern boundaries of the said Company's territories; and towards the north all the lands that lie at the north end, or on the north side or coast of the said bay, and extending from the bay northwards to the utmost limits of the lands then towards the North Pole; but where or how these lands terminate is hitherto unknown. And towards the west, all the lands that lie on the west side or coast of the said bay, and extending from the said bay westward to the utmost limits of those lands; but where or how these lands terminate to the westward is also unknown, though probably it will be found they terminate on the Great South Sea and towards the south," they propose the line already set out by them, before and soon after the Treaty of Utrecht, stating that the Commissioners under that treaty were never able to bring the settlement of the said limits to a final conclusion; but they urged that the limits of the territories granted to them, and of the places appertaining to the French, should be settled upon the footing above mentioned.



## Appendix, No. 7.

## STATISTICS OF THE RED RIVER COLONY.

To the Honourable Philip Vanhousholt, President of the Executive Council, &c.,  
Toronto, Canada.

Appendix, No. 7.

Sir,

Red River Settlement, 6 March 1857.

Being requested by Captain William Kennedy to communicate to you some information respecting the climate, soil, and productions of this colony, I take up my pen with much pleasure to comply with his request, and at the same time to gratify your laudable desire of gaining some knowledge of this place, which has hitherto been hidden as with primordial darkness from the eye of the civilized world. We are happy in seeing this darkness, to some extent, giving way before the light thrown on this country, on its inhabitants, and their condition, by many eloquent, patriotic, and philanthropic gentlemen in Canada who have taken up the subject, and who have so ably and perseveringly advocated freedom's cause against despotism.

The Red River takes its rise from three different heads, all within the limits of the United States; the western source is Lake Travers; to the east of it is Otter Tail Lake, which is the principal source. Its waters, on being discharged from the lake, flow for some distance in a south-westerly direction, after which it turns to the north-west, and joins the stream from Lake Travers; then in a northerly direction, and becomes navigable for boats of considerable burden. The third source is Red Lake, which sends its tributary waters to swell up the volume of the Red River, which flows nearly due north through one of the richest alluvial valleys in this part of the world, and which falls, after flowing 400 miles, into Lake Winnipeg. The Winnipeg River from the south-east, the Red River from the south, the mighty and majestic Saskatchewan from the west, with a multitude of streams of lesser size, seem, on their coming into contact with the great primitive formation, which commences at 65° west longitude, and forms a girdle round Hudson's Bay, and at some distance from it, till it ends at Dease and Simpson's Strait on the Arctic Sea, to have agreed on forming for themselves a bed in the eastern part of the great western limestone formation, which, I think, belongs to the older calcareous strata. The eastern shore of this great sheet of water is bounded in its whole length by granite gneiss and trap rocks, a continuation of the Lake Superior formation, and probably containing similar mineral treasures. The western side is bounded by limestone, rising in many places to the height of 20 or 30 feet. At the Grand Rapids there is a section, about 60 feet deep, covered with a thin layer of earth. This immense bed of limestone extends many hundred miles to the west, and probably joins the coal beds stretching from the foot of the rocky mountains towards the east.

The Red River colony is placed on the limestone formation, which crops out at the distance of 30 miles from the lake, and, on ascending the river, is to be seen over a distance of 10 miles. This stone is excellent for building, and takes a very fine polish when dressed. Churches and dwellings have been built with it, and it is apparently hardening in the use. This limestone makes its appearance on hills on each side of the river, and at some distance from it.

The soil of the Red River is composed of the debris of granite and of limestone, with a large proportion of decayed vegetable matter. This soil is from 12 to 18 inches deep; under it is a thick bed of tenacious clay, of a bluish colour, and nearly impervious to water. The west side of the river may be called prairie land, the east side are wooded lands. The woods consist of oak, elm, ash, bass or white wood, maple, birch, Scotch fir, pine, cedar, tamarac, spruce, and poplar. Our soil is extremely fertile, and, when well cultivated, yields large crops of the finest wheat, weighing from 64 lbs. to 70 lbs. per imperial bushel. The yield per acre is often as high as 60 bushels, and has occasionally been known to exceed that; and, when the average returns fall below 40 bushels to the acre, we are ready to complain of small returns. Some patches have been known to produce 20 successive crops of wheat, and that without fallow or manure; but in general we exact no more than four or five successive crops of wheat; then we put in one of barley, and then fallow for one year.

These successive crops do not exhaust the soil; but weeds overcome all our efforts to keep them down, and therefore we are obliged to have recourse to the plough to destroy them. Barley grows well here if the ground be not too rich, or the season too wet, when it throws up too much straw, lies down, and does not mature. Barley weighs from 48 lbs. to 55 lbs. per imperial bushel. Oats thrive well, and give good returns. Maize, potatoes, beet-root,

## Appendix, No. 7.

beet-root, onions, carrots, and turnips, are cultivated, and give profitable returns. The soil of this colony is admirable for growing hemp and flax. Horn cattle thrive well, and, although very indifferently taken care of by many, are subject to no diseases. Horses are abundant, and prosper here as well as in any other country, after roaming at large, summer and winter, through the woods, where they keep in good condition. Many of the wandering Indians have horses, which they work very hard, and which are turned off to seek for their food in the snow, with no other attention from their masters till they require their services again.

Our climate and soil seem to be peculiarly adapted for or favourable to sheep. There are 28 years since their introduction into this settlement, and I have never seen nor heard of any sickness attacking them. When well fed, ewes produce fleeces weighing from 2 lbs. to 3½ lbs.; wethers produce fleeces much heavier; the wool is of good quality, though not very fine. Next, we shall take notice of our population. We shall, for distinctions sake, take Upper Fort Garry to be the centre of the colony. The Canadians and their offspring occupy on each side of the Red River a distance of 15 or 20 miles above Upper Fort Garry, and also on the Assiniboine River; they compose one-half of our population, which amounts altogether to 6,500 or 6,400, which will make the Canadian part of our people a trifle above 3,000. The other half are Europeans and their descendants, with from 400 to 500 Christian Indians inhabiting the lower part of the settlement.

The value of property in the settlement, that is, of houses, barns, stables, stores, agricultural implements, boats, canoes, water-mills, windmills, thrashing-mills, horn cattle, and sheep, has been estimated last May at 111,000*l*. We have not considered the Assiniboine as a branch of the Red River, as it joins it within 50 miles of Lake Winnipeg; yet it is more interesting to the people of this place than any of the sources which I have mentioned, as it is altogether within the limits of British North America. One of its affluents, the Mouse River, takes its rise near the great bend of the Missouri, and falls into the Assiniboine, about 200 miles above its junction with the Red River. This river is well wooded on both sides, and it is reported that coal is found along its banks, and in the banks of many of its tributaries, at the distance of 200 or 300 miles from here, spots where civilization is beginning to take root.

Eighty miles above Fort Garry, on the Assiniboine, at Portage du Prairie, there is a settlement of half-breeds, about 120 souls, not included in our census. On Lake St. Martin there are a few half-breeds and Indians; at Rossville, below Lake Winnipeg, a few Christian Indians; and at Holy Lake, a few Christian Indians. Both these latter stations are Wesleyan. They have one station on the Saskatchewan, and one on the Red Deer's Lake. The Episcopalians have a station on the Saskatchewan, and one at Lake la Rouge. The Catholics have several stations to the north, but I think they are not locating the Indians; but on the Saskatchewan they have a settlement of Canadians and half-breeds. By this you will see that the seeds of civilisation are taking root, although the sprouts are but feeble and sickly. A few Canadians and Canadian half-breeds, dissatisfied with the state of things in Red River, went across the line, and settled at Pembina, and I fear others will follow their example when the Indian claim shall have been done away with, and when towns are built on the Upper Red River. This colony was commenced by the late Thomas, Earl of Selkirk, in 1812. I cannot give you the number of immigrants brought to the colony; 1812 brought an addition: to the first band; 1815 saw a few more leave the bleak hills of Sutherland, and arrive on the fertile plains of the far west. These were the last band from Scotland.

The North-west Company had an evil eye at the introduction of a civilized community into the heart of the Indian country, and doubtly so because it was planted directly across their path, and on the very plains from which they drew their supplies of provisions in the shape of pemmican for their voyages from Fort William to the north, and back again. This politic and keen-sighted company argued that the colony would destroy the fur trade, and they were determined to use all their power to destroy the colony. With this intention, they took many of the settlers to Canada, chiefly those who came here in 1812-13. Those who survive of the residue left, and their descendants, amount nearly to 500 souls. The rest of our population are chiefly, on one side, descended from the aborigines.

When the settlement was commenced, land was sold at 5*s*. sterling per acre: in 1829 the price was raised to 7*s*. 6*d*., then to 10*s*. 6*d*.; and in 1833 and 1834 it was sold for 12*s*. 6*d*. per acre. This increase in the price of land took place while every article which the land produced was put down to one-third the price given for articles of the same kind, when land was selling at 5*s*.

This order of things created a bad feeling, which threatened the peace of the colony, or perhaps even the safety of those who were raising the price of land to such a height as would effectually prevent the poor settling in the place. Fear made the rulers of the land to pause on the brink of the precipice to which they had been hastening. The price of land was reduced to 7*s*. 6*d*., and it has stood at that price since.

Servants leaving the Company's service, and desirous of coming to the colony, must pay for 50 acres of land each before any of them are permitted to come here; and if he cannot

pay the cash, he must go to Europe, or remain in the service till he saves money enough to pay for land.

Price of Farm Produce.—In 1829 the Company reduced the price of produce to what suited its own interest. The helpless agriculturist had no other market; the magic in the word "charter" kept out all competitors. In the above-mentioned year it was resolved by the Governor and Council that 3s. 6d. per bushel should be the legal price for wheat; 1½d. for good beef per lb., 7d. for butter, &c.; and now these prices were very low; but there was still a greater evil than low price, and that was a limited market. From 1829 to 1845 the Company bought annually from an owner and occupier of a lot of land eight bushels of wheat at 3s. 6d. per bushel; and if he had been suspected of infringing any of the Company's privileges, there was no market for him. Four bushels of wheat was taken each year, in those days, from a buffalo hunter, and the same quantity from a trip man. The clergy would not take the beef at 1½d. per lb.; they gave 2d. per lb., and others followed their example. These few years past the Company has taken larger quantities, ex. gr. last year 30 bushels were taken from all who chose to give so much; and if any individual giving in wheat was in arrears for land, one-fifth the quantity given in by him was taken for land, and he was paid over the value of 3ths. The price of goods sold at the Company's stores in the settlement varies from 100 to 400 per cent. on prime cost. We pay 4 per cent. import duty on all goods imported into the settlement. This money is expended in paying the police, in making and repairing bridges and roads in the settlement. We keep up a gaol, pay a gaoler and a governor of the gaol, and a functionary called secretary to the governor, or governor's secretary. We have a governor and council, which are all nominated by the Hudson's Bay Company; for by the charter they say we have nothing to say. Up to 1849 the governor and council ruled with a hard and heavy hand; but that year they received a lesson from an armed multitude, which taught them that there were other things more potent than the charter, and ever since they have been as harmless as doves.

I cannot form a correct estimate of our trade with Minnesota. I believe that 300 carts went in June, and I think we may value the loads of these carts on their return at an average of from 25 l. to 30 l. sterling. We may admit that one-ninth of this amount is paid for by cattle taken over; the remaining eight-ninths are paid for in furs and bills of exchange. During the whole summer some of our people are on the road taking cattle from here, and bringing goods in return. A few Americans are this winter selling goods and buying peltries in this settlement. If Canada does not push forward, and preoccupy the ground, the Americans will. Many of our young men go for employment to Minnesota, and pass the winter in the prairies; they are much esteemed as dextrous axe-men, and able industrious servants. In the spring these generally return with the fruit of their labour in goods, and speak highly of Yankee kindness. This intercourse creates a strong American tendency in the minds of our young people, which, unless diverted, will lead to a more intimate and extensive intercourse.

The Country to west of Red River.—On looking on the map of North America, you will see that Lakes Manitoba and Winnipegos, or Little Winnipeg, run on the west of and parallel to Lake Winnipeg. To the west of the two former the country is wonderfully adapted for the abode of civilized man. For a breadth of 100 miles the country is covered with a dense growth of timber, intersected by numbers of beautiful streams running down from the Rising and Duck mountains, some to the lakes, others to the south, falling into the Assiniboine River. The lakes are full of various kinds of fish of the very best quality; the plains to the south feed large herds of red deer and buffalo; the fur-bearing animals are also plentiful in this district. These mountains, it is well known, contain much iron-ore, and likely more precious minerals; some of the richest brine springs in the world are in this locality. In a dry season 24 gallons of brine produce one bushel of good salt, or 32½ per cent. These salt-springs are to be met with south of the 49° parallel; then at Swan River district again, about 20 or 60 miles to the south of Cumberland House, and thence to the great salines on the Athabasca River. Wheat ripens well on Swan River; on the Saskatchewan, at Isle à la Cross, in lat. 54°; at Danvigan, on Peace River, 56° N., long. 117° 45', altitude 778 feet, and even at Fort Liard, in lat. 60° 5' N., long. 122° 31' W.

My desire to communicate information has induced me to be, I fear, unparadoxically tedious. My want of time has compelled me to send my observations badly arranged and as badly written.

I must, therefore, conclude by asking your forgiveness and promise of amendment, if ever I shall have the honour of writing to you again. I subjoin an abstract of the census of the colony taken last May.

I am, &c.  
(signed) Donald Gunn, sec.

Appendix, No. 7.

POPULATION:				DWELLINGS:			
Married men	-	-	956	Houses	-	-	922
Unmarried men	-	-	237	Stables	-	-	1,232
Married women	-	-	992	Barns	-	-	399
Unmarried women	-	-	298				
Sons above 16	-	-	521				
Sons under 16	-	-	1,481				
Daughters above 15	-	-	451				
Daughters under 15	-	-	1,557				
Total of males	-	-	3,225				
Total of females	-	-	3,295				
Total	-	-	6,522				
Increase since 1849	-	-	1,222				

## LIVE STOCK:

Horses	-	-	-	1,503
Mares	-	-	-	1,296
Oxen	-	-	-	2,726
Bulls	-	-	-	290
Cows	-	-	-	2,593
Calves	-	-	-	2,644
Pigs	-	-	-	4,674
Sheep	-	-	-	2,429

585 ploughs, 730 harrows, 2,145 carts, 522 cacons, 55 boats, 8,371 acres of cultivated land, 16 windmills, 9 water-mills, 8 threshing machines, 2 reapers, 6 winnowing machines.

Estimated value of property in the settlement, 111,032  $\text{L}$ . 9s. Twelve or 14 reaping machines introduced from Minnesota; also a grist saw-mill in successful operation since December last; it is calculated to saw logs, as well as grind flour.

On the progress of the Seasons and state of the Weather at Red River Colony, from June 1, 1855, to May 31, 1856.

1855. June 5th was the coldest day in the month: ther. 7 A.M., 58; 2 P.M., 63; 9 P.M., 56. The 14th was the hottest day: ther. 7 A.M., 72; 2 P.M., 86; 9 P.M., 71. Three in. rain fell on the 17th, 1 on the 19th, and 6 in. on the 25th.

July 2d was the coldest: ther. 7 A.M., 50; 2 P.M., 78; 9 P.M., 68; light rain. The 25th was the hottest day: 7 A.M., 87; 2 P.M., 92; 9 P.M., 82. 7th, rain  $3\frac{1}{2}$  in. 10th, rain  $\frac{1}{2}$  in. Thunderstorm on the 17th; rain 3 in.; 26th, 1 in. rain; 29th, 3 in. rain; 30th, 2 in.; total, 14  $\frac{1}{2}$  in. Wheat out of the ear; on the 12th hay cutting commenced. Tabanæ and mosquitoes very numerous and troublesome.

August.—Coldest day, 20th: ther. 7 A.M., 44; 2 P.M., 68; 9 P.M., 56. The hottest day was the 5th: 7 A.M., 67; 2 P.M., 86; 9 P.M., 76. On the 8th, 5 in. of rain fell; 11th,  $5\frac{1}{2}$  in. fell; 14th, 2 in.; 27th,  $\frac{1}{2}$  in.; total, 12  $\frac{1}{2}$  in. Barley harvest commenced about the 1st: wheat harvest on the 14th. Slight frost on the 30th.

September.—The coldest day was the 30th: ther. average + 48. The hottest day was the 5th: ther. 7 A.M., 70; 2 P.M., 81; 9 P.M., 70. Total of rain during the month  $6\frac{1}{2}$  in. Finished shearing. Wheat on the 6th; a few leaves falling. 20th, grey geese flying to the south.

October.—The warmest day was the 1st: ther. 7 A.M., 56; 2 P.M., 70; 9 P.M., 58. Some snow fell on the 4th. Taking up potatoes on the 8th. White geese flying to the south, and continued to do so up to the 26th, and a few flocks later than that. All the larger kind of ducks leave about the same time. The deciduous trees are bare of leaves, except the oak, and some of the hardier kinds.

November.—The 2d was the warmest day: ther. 7 A.M., 32; 2 P.M., 38; 9 P.M., 34.  $2\frac{1}{2}$  in. rain fell on the 3d. 5 inches of snow fell on the 11th. 12th, river covered over with ice. The coldest day of the month was the 21st: ther. 7 A.M. — 12; 2 P.M. + 8; 9 P.M. + 6. Warm weather from the 21st to the end of the month. 7 in. of snow fell during the month. Flocks of snow-birds have made their appearance from the north; and all the summer birds are gone.

December.—The warmest day was the 6th: ther. 7 A.M. + 22; 2 P.M. + 26; 9 P.M. + 26. The coldest day was the 24th: ther. 7 A.M. — 48; 2 P.M. — 30; 9 P.M. — 40. We had 6 days of very cold weather, including the 23d and 28th. The wind blew from the north during three days before the severe cold began; during its continuance there was very little wind, and for two of the coldest days it was at the south. 8 in. snow fell.

1856. January.—The warmest day was the 17th: 7 A.M. + 10; 2 P.M. + 22; 9 P.M. + 16. The coldest was the 7th: ther. 7 A.M. — 36; 2 P.M. — 28; 9 P.M. — 26. 5 inches of snow fell. The average cold for this month has not been great; very little wind.

February.—Coldest day, the 2d: ther. 7 A.M. — 36; 2 P.M. — 20; 9 P.M. — 34. The warmest day was the 26th: 7 A.M. + 26; 2 P.M. + 33; 9 P.M. + 24. 6 inches of snow fell. After the 12th, spirit of wine in the glass stood, with few exceptions, above zero; and the weather has been pleasant.

March.—

March.—The coldest day was the 8th: 7 A.M.—32; 2 P.M.—24; 9 P.M.—26. The warmest day was the 22d: ther. 7 A.M.+28; 2 P.M.+38; 9 P.M.+24. The thermometer fell during the nights a few degrees below zero; but on the whole, the weather was pleasant; 6½ in. of snow fell; much of the snow melted during the month. Barbing crows made their appearance about the 20th.

April.—Geese made their appearance on the 2d, and the snow birds left us for the north. The 12th was the coldest day this month: ther. 7 A.M.+16; 2 P.M.+20; 9 P.M.+24; warmest day 23d; 7 A.M.+46; 2 P.M.+65; 9 P.M.+44; about 6 in. of snow and 5 of rain fell. On the 16th the river began to throw off its winter coat; clear of ice on the 20th; sturgeon taken in the river in great numbers; the snow all away. Wild fowl to be seen in every direction on the 25th, and sowing wheat commenced.

May.—The coldest day 11th: 7 A.M.+34; 2 P.M.+43; 9 P.M.+39. The warmest day was the 18th: 7 A.M.+75; 2 P.M.+84; 9 P.M.+56; 4 in. of rain fell on the 26th. On the 4th, Whip-poor-will began his serenades. The wheat sown on the 29th has germinated, and given a green appearance to the field; on the 9th wild flowers abundant in the plains; maple in leaf; gooseberry bushes the same; finished sowing wheat on the 10th.

1826.—Wheat sown in the beginning of May was above the ear on the 13th July, and ripe on the 20th August: the wheat sown on the 29th April was ripe on the 14th August. The hottest day this last summer was the 20th of July. Barley harvest commenced in July; finished cutting wheat on the 28th August: slight frost on the 30th of the same month. Potatoes taken up first week of October.

September 6th, flocks of grey geese flying to the south. *Prinus Americanus* ripe and very plentiful in the first part of this month, or rather before this month. Flocks of passenger pigeons are in from the North, and leave from the 20th to the last of the month. On the night of the 7th Whip-poor-will gave us his parting song. *Corvus leucoides* enter the river to spawn; the *Corvus albus* in Lake Winnipeg commence spawning about the 10th of October, and end about the first of November. X

Wind Course.	June.	July.	August.	September.	October.	November.	December.	January.	February.	March.	April.	May.	Total.
North	7	6	8	5	6	3	8	9	2	3	8	5	79
North-east	5	—	1	—	—	2	1	—	—	—	2	2	13
East	—	—	1	3	1	—	2	—	—	—	1	—	8
South-east	—	1	2	2	2	1	—	—	—	2	4	1	21
South	—	14	5	11	10	11	30	10	6	10	10	5	107
South-west	—	2	2	7	2	2	2	7	3	2	—	—	42
West	—	6	3	4	2	2	3	3	6	3	—	—	42
North-west	—	2	1	—	3	1	—	2	9	7	2	1	26

June 1 calm day; one day wind variable; four days variable in October; December one calm day, and four variable; February variable during three days; March one calm day. The first 13 days of May were not registered.

(signed) D. Gux.

#### Appendix, No. 8.

COMMITTEE-ROOM, 8 JUNE 1857.

Appendix, No. 8.

Present:

Hon. Mr. Terrill, Chairman.

Hon. Mr. Robinson.

Hon. Mr. Cuscheon.

Hon. Mr. Solicitor-General Smith.

Hon. Mr. Brown.

THE SELECT COMMITTEE appointed to receive and collect Evidence and Information as to the Rights of the Hudson's Bay Company under their Charter, the Renewal of the License of Occupation, the Character of the Soil and Climate of the Territory, and its Fitness for Settlement,—Have the honour to present their First Report, as follows:

YOUR COMMITTEE beg leave to inform your Honourable House that they have examined three witnesses, Messrs. Gladman, Dawson, and M'Donell, upon the matter referred to them for investigation, and Your Committee submit to the consideration of Your Honourable House the evidence, herewith annexed, of these three gentlemen.

The whole, nevertheless, respectfully submitted.

(signed) J. Lee Terrill, Chairman.

Appendix, No. 8.

The claim which the Hudson's Bay Company set up in virtue of the charter of Charles II., has engaged my attention for some years past, and the investigations which I had the opportunity of making have led to the conclusion that those claims have no foundation in law or in equity; whilst I might not be disposed to dispute that in itself the charter may be good, so far as it creates a body corporate with a common seal, and with power to sue and to be sued; yet I contend that it cannot confer upon the Hudson's Bay Company those powers and privileges which they assume to exercise under it. The Sovereign, in the exercise of the prerogative of the Crown, may grant a charter; but it has always been held that no Sovereign can grant to any of its subjects exclusive rights and privileges without the consent of Parliament; and this charter having been so granted, the powers and privileges sought to be exercised under it are illegal.

And this evidently was the opinion of the Hudson's Bay Company themselves as early as 1690, viz., 20 years after the date of this charter. At that period they petitioned for an Act to be passed for the confirmation of those rights and privileges which had been sought to be granted to them in the charter.

The Act 1st of William & Mary is the Act alluded to; it did legalise and confirm them, but only for the period of seven years, and no longer.

That Act of Parliament has never been renewed since it expired in 1697; consequently the charter is left as it originally stood, and wholly unaffected by any conformity Act of Parliament.

The very foundation for the charter is a grant of territory presumed to have been made in the year 1670. Now as Charles II. could not grant away what the Crown of England did not possess, much less could he grant away the possessions of another power; the very words of the charter itself excludes from the operation of the grant those identical territories which the Hudson's Bay Company now claim.

At the date of the charter these territories were then actually in the possession of the Crown of France, and held and occupied by the Company of New France, under and by virtue of a charter granted by Louis XIII. of France, and bearing date 1626, being 43 years anterior to the date of the charter by Charles II. A reference to the charter alluded to will show that it defines the very boundary of those territories which the Hudson's Bay Company now claim. A copy of the charter of Louis XIII. will be found among the Parliamentary documents of Lower Canada.

By the Treaty of Ryswick, in 1696, the whole of Hudson's Bay was recognised as belonging to the Crown of France. In that treaty no rights nor claims are provided for, or even alluded to, as regards the Hudson's Bay Company; whence it is conclusive that the Hudson's Bay Company either had no legal rights, or such rights, if they existed, were abrogated by that treaty.

By the Treaty of Utrecht, in 1713, a portion of the shores of the Hudson's Bay was ceded to England, and that was the first time that England could claim an undisputed possession there. In the treaty, stipulations were made for the necessary protection of the Company of New France, which then held the country under the charter of Louis XIII. The charter of Charles cannot be construed to have the effect of granting any lands acquired only by the Crown of England under another sovereign, and long after the death of Charles.

By the Treaty of 1763, which surrendered Canada to the British Crown, the French and Canadian people were guaranteed in their properties, and in the exercise of those rights and privileges of trade as used by them under the French dominion.

They had for a century previous carried on an extensive trade with all the western country, particularly throughout the valleys of the Assiniboine and Saskatchewan.

The grant of every exclusive privilege of trade by the Crown of Great Britain over any portion of the country alluded to is a direct breach of the articles of capitulation (Article 42): "The French and Canadians shall continue to be governed according to the customs of Paris, and the laws and usages established for this country, and they shall not be subject to any other imposts than those which were established under the French dominion."

The term "Hudson's Bay Territory," as used in Acts of Parliament, and which Acts the Hudson's Bay Company assume to regard as a recognition of what they call their right, can only be made to apply to such territories as lie within the Straits of Hudson's Bay, and were, in 1670, actually in possession of the Crown of England; none other could have been granted; or, if made to apply to other lands, it can only be made applicable to such territories as were at that period unknown to the Crown of England or any other power, but were subsequently discovered by the Hudson's Bay Company, in conformity with the conditions upon which the charter was granted, viz., on the discovery of a new passage into the South Sea.

The mere incidental allusion in those Acts to the "territories heretofore granted to the adventurers trading to Hudson's Bay," is not declaratory of the legality of the claim. It was well known that the Hudson's Bay Company claimed territory under a charter of Charles II.; the Legislature were not required to express opinion upon the validity of the deed, nor what were the boundaries of the country supposed to be granted. Nor do those Acts of Parliament preclude the assumed rights of the Hudson's Bay Company being inquired into, or set aside as being illegal.

Besides, when these Acts refer to the territory, and allude to the "rights of the Hudson's Bay Company," there is this very significant proviso,—such rights as the said Company are by law entitled to "claim."

A reference to the history of Canada will establish the fact, that the charter of Charles II. can confer no rights nor claims to territory.

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The able memorandum furnished to the Legislature by the Honourable Mr. Cauchon recites historical facts, and furnishes data to warrant the conclusion that the assumption of power over the territory in question by the Hudson's Bay Company is a usurpation.

That portion of territory to which they limit their claim to an exclusive right of trade in virtue of a licence issued to them and the partners of the North-west Company in 1821, and since renewed in 1838, will be admitted as a legal right; but it is a right which I think the people of Canada will unanimously protest against ever being renewed.

Such exclusive privileges are antagonistic to the spirit of the age in which we live, and are opposed to the best interests of Canada, and are regarded in this country as a direct infringement upon the rights of a free people.

Immediately after the cession of Canada (about the year 1766), numerous British subjects engaged in the fur trade, and pushed their enterprises throughout the whole of British North America, trading from Montreal to Hudson's Bay, and to the Pacific shores; these traders followed the old route of the Company of New France and the French traders; in 1784 the most of these traders united, and formed the North-west Company of Montreal. They carried on their trade also in Hudson's Bay, and sent ships there as well as the Hudson's Bay Company; the North-west Company sent ships also around Cape Horn, to the mouth of the Columbia; the Hudson's Bay Company did not trade there at that time, nor in any part of that country which they now designate as the licensed territory.

The principal trade of the North-west Company was carried on through Canada to the shores of the Pacific; the route pursued was from Montreal *via* the lakes, to the head of Lake Superior, and thence across the continent; the means of transport was by canoes and batteaux; about 5,000 men were employed in this trade.

I am told by those who were partners in that Company, that the profits of the Company were very great until the Hudson's Bay Company attempted to drive them out of the country by means of force; the contests arising from that attempt caused serious losses to each Company, and both were nearly ruined. It was then that the Companies united, and resolved to share the country between them, by setting up the claim under the old extinct charter; and with their united means they deterred other traders entering into a competition for the trade, and this was year by year more effectually guarded against by using every means to close up the old travelled routes, which would have pointed out the way to other traders.

Sometimes independent traders would make an establishment along Lake Superior, or some of the lakes more in the interior; these parties were driven out, and their property destroyed.

There was no means of redress, as there were no tribunals at which the perpetrators could be made to answer, and to travel with a canoe some 1,000 miles to institute proceedings was an effectual bar since 1847; steamboats now traverse along the coasts of Lake Huron and Superior, but even now with these facilities a man cannot obtain justice; the countries along these shores are neither within the limits of any organised territories, and outrages are committed by the Hudson's Bay Company with impunity.

The Hudson's Bay Company first entered into the valley of Saskatchewan about 30 years after the cession of Canada, and whilst the North-west Company had large establishments there.

The Hudson's Bay Company did not enter into the valley of the Assiniboine until about 42 years subsequent to the cession of the country (about 1805).

Resident traders from Montreal made establishments there as early as 1766, or about three years after the cession.

The French traders must have occupied many of the same localities near 100 years prior to that.

The Hudson's Bay Company entered into those countries from Hudson's Bay *via* Hay's and Nelson Rivers; previous to this they had confined themselves to the shores of Hudson's Bay; they did not set up a claim by virtue of the charter until many years after their first entering into these countries; they traded like any other traders, and like the North-west Company; the North-west Company was not a chartered company, but a joint stock association, and claiming no exclusive privileges.

The Hudson's Bay Company first set up the claim of exclusive rights, &c. in 1814; the late Colonel Miles McDonell did so on behalf of the Company, by issuing a proclamation as the Governor of the Assiniboine country, appointed by the Hudson's Bay Company; the contest which ensued between the two companies originated on the assumption of exclusive rights, and not from the actual competition in trade; the trade had always been carried on freely and without any restrictions; the proclamation was set at defiance by the partners of the North-west Company; among the most prominent of these were some of his own relatives.

I believe there never had been any collision between the rival traders until after the assumption of power on the part of the Hudson's Bay Company; the legality of the claims of the Hudson's Bay Company were never subjected to the decision of a legal tribunal, unless the result of the trials of some of the partners of the North-west Company be deemed so; these parties were charged with the crime of murder, having taken the lives of the Hudson's Bay people who sought to enforce their claims.

The companies united in 1821, and called themselves the Hudson's Bay Company. The effect of this union was to destroy a trade which had theretofore benefited Canada, by turning it through Hudson's Bay; the route *via* the lakes was abandoned, not because

it was a more objectionable one, but because the continuing it as the route would in all probability lead to another competition for the trade by Canadian merchants.

The united companies succeeded in closing the route to all others who might have been disposed to compete for the trade; having been closed for so many years, and no new trader being induced to enter into contest with the new powerful company, the trade and the route became forgotten; if the trade were again opened, I am convinced that an active and productive trade as formerly would at once spring into existence.

The facilities which now offer for the successful carrying it on are as 100 to 1 as compared with the former period; for instance, it cost the North-west Company 30,000*l.* to lay down their goods at Fort William, at the head of Lake Superior; the same quantity of merchandise might now be laid down there for 200*l.* or 400*l.*, and the route between this and Lake Winnipeg, could for more than three-fourths of the way be made facile for a steamboat. If a large trade like that which formerly was carried on should ever be revived, there is no doubt but that steamers would ply upon the long reaches of water which exist beyond the height of land.

I am convinced that within two years a trade would be carried on along that route to the shores of the Pacific.

It was so in the early history of the country, and before steam was known, and there is no reason why such a trade should not exist now; witnesses will tell you that in 1814 and 1815 Fort William had frequently 3,000 traders assembled there; Toronto at that period could not number 500.

Had the North-west Company not united with the Hudson's Bay Company, there is no doubt but that the route *viâ* Lake Superior would by this time have been navigable all the way to the Saskatchewan, or at least all the portages made facile for men, &c., and a chain of settlements would have been formed along the route.

The profits of the Hudson's Bay Company are very large. In March 1836 it is said the trade sales amounted to near half a million; they sold of buffalo robes alone 80,000, at about 2*l.* 10*s.* a-piece.

Goods from England could, *viâ* the St. Lawrence, be laid down on the shores of Hudson's Bay or Lake Winnipeg, before they could leave England for those points *viâ* Hudson's Bay.

Ships do not leave England for Hudson's Bay before the month of June, and they cannot get through the straits before the end of July.

There is a determination on the part of those who are settled on what is called the Hudson's Bay Territories to engage in a trade, and set at defiance any attempt to continue the exclusive trade of the Hudson's Bay Company.

Traders have gone out to the Red River country, with the intention of trading against the Hudson's Bay Company; they are British subjects, and some have gone from this place, and others will follow from other parts of the country.

Preliminary arrangements have been made in this city, with a view of reviving the old trade once carried on by Canada, and which emphatically belongs to Canada.

An agent was sent last winter to the Red River; upon his return here a more definite action will be taken.

The parties that have gone with goods, and those who are to follow, will go on by the United States, *viâ* St. Paul's.

From St. Paul's they will travel by carts across the plains about 700 miles.

Goods have been furnished by American houses at St. Paul's to parties at the Red River, who are to trade as far as the Mackenzie River; that is, within the territories over which the Hudson's Bay Company claim the right of exclusive trade, in virtue of the license held by them, and is distinct from what is called the Chartered Territory.

These parties are generally half breeds; as natives of the country and as British subjects, they are determined to exercise a right which no laws can restrict unless they have a voice in making those laws.

This summer about 1,200 carts are expected to leave the Red River country with peltries to be traded at St. Paul's.

The route is much longer than that to Lake Superior, and it occupies about 30 days of travel; if that by Lake Superior was improved, boats might arrive there in 15 days from the Red River; loaded canoes, during the time of the North-west Company, were about 12 days; a light canoe has passed from the Red River to Lake Superior in eight days.

The expense to be incurred in re-opening the old route has caused parties to take the St. Paul's route.

If the route was opened from Lake Superior, I have no doubt but the whole trade of that country would come down Lake Superior.

Had not the carts at the Red River been all prepared for the travel to St. Paul's this summer, I believe that many of the traders would have attempted the Lake Superior route this month; some packs of furs are now on the way down *viâ* the Lake Superior route; only one canoe-load however, is coming; neither boats nor canoes were built, or, I am informed, there would be none.

The value of peltries to be taken to St. Paul's by the carts will amount to about \$100,000; they will carry back merchandise in exchange and some money.

I am convinced that the Indians will be vastly benefited by a competition in trade, and at the same time advance them to civilization.



The very existence of the Indian is now made dependent upon the supplies which the Hudson's Bay Company provides, and the consequence is that he is subjected to the Hudson's Bay Company to as great a degree as the horse is to his master. When the Indian has a choice of a market for his furs, or for the purchase of the necessaries of life, he becomes more independent and self-reliant, and he certainly has a better opportunity of being remunerated for his toil than when he is compelled to sell and to purchase at the same shop.

A competition in trade will always be accompanied by the introduction of immigration, and all the various industrial pursuits of civilized life.

These always carry blessings in their train. I know that whenever the Indians can by any possibility relieve themselves from the necessity of hunting for the Hudson's Bay Company, they do so; and they are not so slow than others in discovering that there are other occupations which will produce powder and shot, and blankets, and other necessaries, as well as the more laborious and uncertain pursuit, the chase.

In 1846 the whole of Lake Superior was as absolutely under the control of the Hudson's Bay Company as the most distant parts of Hudson's Bay; and the same thing may still be said of it, with the exception of the fort at Sault St. Marie, and perhaps the fort at Michipicotta; civilization has surrounded the one, and occasionally approaches the latter; but at the forts at the Pic, at Neipigon, and at the Kaministiquia, they have relaxed but little in their rule over the Indians. In 1846, the Indian band at Garden River were miserable, and depended upon the hunt; as soon as civilization came around there they turned to till the earth, and ceased to be hunters, and I do not now believe that a single fur is now carried by any of the band to the Hudson's Bay fort at the Sault; the same band of Indians who did not even grow a potato in 1846, sold in 1850 three thousand bushels, and they now possess cattle, and grow crops of grain. Shortly after we opened mines upon Lake Superior, several Indians came to us from the neighbourhood of Michipicotta; they ceased to be hunters for the Hudson's Bay Company, and soon 20 or 30 were employed at the mines in clearing up the land, and some in driving drills, others in fishing for the establishment. They soon discovered that they obtained for their labour those articles which peltries only would procure or purchase at the Hudson's Bay Company's fort.

Wherever mines were opened upon Lake Superior, the Indians found employment in some capacity or other; and among a body of miners there were always some who traded or purchased the furs which any Indian would bring in, and sold to better advantage and to more satisfaction to himself; he was no longer under the apprehension, that unless he carried his furs to the Hudson Bay post he and his family would suffer.

I might give very many instances of misery and degradation of the Indians of Lake Superior, when dependent upon the Hudson's Bay forts for all the necessaries of life; and I can show those same Indians now well clothed and well fed, and enjoying comfort and happiness, and drawing a subsistence from the production of the soil, or engaged in some other pursuit less precarious than the hunt, and all resulting from having a free choice to sell and to buy from whom he pleased; one instance will serve to exemplify how the Indian is benefited by a competition in trade, and it will illustrate how the system of the Hudson's Bay Company is calculated to degrade and destroy the capabilities of emancipating himself from the bondage of an avaricious community of trading monopolists. Along the shores of Lake Nipissing are extensive cranberry marshes.

The cranberry is an article of trade, and sold at a very remunerating price. A merchant at Penetanguishene, Alfred Thompson, Esq., engaged an Indian chief, named the Eagle, to gather cranberries for him, and agreed to take some 200 barrels at \$6 a barrel; the Indian commenced to gather them; he was forbidden to do so by one Ormond, the person in charge of the Hudson's Bay post near the locality, and he proclaimed to the Indian band that if they gathered any cranberries, he would stop all the supplies which were necessary to them for their subsistence during the long winter. This then had the effect of deterring the Indians, their women, and children, from gathering the fruit.

The object which the Hudson's Bay Company had in view, was to prevent the Indians learning that there was another pursuit whereby they would soon become independent of the Company, and cease to be their hunters.

As there were no traders within some 300 miles of the locality, the Indian band were wholly dependent upon this post for all the necessaries of life, and they had not experience that the products of their marshes would have more readily, and with greater advantage to themselves, purchased all these necessaries of life which only peltries can obtain at the Hudson's Bay Company's post. The Indian chief came to me, stated the circumstance, and immediately upon Mr. Thompson being made acquainted with the matter, he at once in a spirited manner furnished the chief with a supply of goods, with which he started to set down alongside the Hudson Bay post, and prove to his band that they possessed the means of being rendered independent of hunting for the Hudson's Bay Company.

There is no danger of contest, such as the Hudson's Bay Company and North West Company carried on in former times; the latter company but defended themselves from their usurpation, and it is not likely that these will again resort to a like guilty course.

I believe the country to be a very fine country, and not at all inferior to the most favoured places of Canada West, but I do not think that the fact of its being so or not is material to the question of the day; that is, whether or not the Hudson's Bay Company shall continue in the enjoyment of an exclusive monopoly in trade. Even if the whole country from Lake Superior to the Pacific be a barren country, utterly destitute of any hope of cultivation, yet

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we know that there exists a trade, be it valuable or not. British subjects, and above all Canadians, will exercise a right of trade there, and maintain that in this day even Great Britain, without their consent, has not the right to forbid the Canadian people trading there, merely to protect some few traders in London in the enjoyment of a monopoly.

Besides the route *à la* Kamistiquoia to the Red River, there are other routes within British territories.

The first named is the one now travelled, and is called about 680 miles; there are several portages. There is another route leading from the Kamistiquoia, and may be made a better one than that now used.

Another route could be made from the shores of Lake Superior to Arrow Lake; this would be the shortest of any. The Pigeon River route is the old route of the French, and also of the North West Company.

I have a chart of the routes, and with all the portages laid down, and the measurement across each portage in yards. Grand Portage, which is from Lake Superior to Pigeon River, is within the United States boundaries; but the dividing line is through the middle of Pigeon River.

I think that we have a better route than that from the mouth of Pigeon River; I have the measured distances across the portages by other routes.

Steamboats could run upon several of the long reaches, and were it not for some short spaces, the whole distance to the west side of the Lake of the Woods almost might be rendered navigable for steamers.

(signed) *Allen MacDonell.*

*George Gladwin*:—Am a native of the Hudson's Bay territory; born at New Brunswick, one of the Hudson's Bay Company's posts on the Moose River; am 57 years of age; reside now at Port Hope, Canada West; was taken to England by my father when six years of age; my father was a chief factor of the Company; his commission bears date 1805; my father died in 1823, whilst in the service of the Company. I returned from England to Hudson's Bay in 1814; was 31 years in the Company's service in the northern and southern departments of their territory; was a clerk in the service from 1814 to 1836. I then received a commission as a chief trader; chief factor is the highest grade of officers in the Hudson's Bay service; was storekeeper and accountant both at the Moose Factory depot and the York factory depot; have traded with the Indians in both departments; resigned my commission in 1845; had no quarrel with the Company; falling into bad health in 1849 at Port Hope, was re-engaged in the Company's service, receiving a new commission in 1850. Again resigned in 1853, and returned to Port Hope, where I have a small farm; as a native of the Hudson's Bay territory, feel deeply interested in regard to the welfare of its numerous people, and in its progressive improvement.

Wintered at New Brunswick the first year of my engagement with the Company, 1814; the soil at that station very good; excellent potatoes raised there, also every description of vegetables; oats ripened well, made good oatmeal, ground with a steel hand-mill; had good barley also; no attempt made to raise wheat or corn there at that time, 1814; has been since tried, as I am informed, and with very good success; horned cattle kept there; housed during winter; do not know anything to prevent a good settlement being made there; rather distant from markets; this station is about midway between Moose Factory and Lake Superior; goods are conveyed thither in boats of from 24 to 28 feet keel, from Moose Factory; the North-west Company's posts there in 1814 were supplied with goods from Canada; winter temperature rather severe; lowest degree of the thermometer observed was 45 below zero.

Wintered next at "Eastmain" old factory, on the east side of Hudson's Bay; climate not so good as at Moose Factory or New Brunswick; raised good potatoes, turnips, and other vegetables nevertheless; soil sandy; station much exposed to bleak north-west winds off the sea; a large herd of cattle kept there at that time, an abundant supply of hay being made in the salt marshes on the shores of the bay; vetches grow wild on the point of the river; abundance of wild strawberries and currants; the cattle were kept as a resource in case of the Company's ships wintering in the bay; have wintered four several years during my experience; two ships wintered at "Stratton's" Island (James Bay) in 1815-16; again at Charlton Island in 1817; again at the same place in 1830, and a fourth time in 1835; was a passenger on board on the last occasion; the ships did not leave Moose until late in the month of September, encountered heavy bodies of ice in the north part of the bay, and winter setting in early, were obliged to return to the nearest place where supplies could be procured; crews and passengers suffered much from scurvy; were furnished with provisions both from Eastmain and from Moose Factory; the voyage through the straits and bay was at that time considered doubtful and hazardous; ships, however, have only wintered in the bay once since then. Charlton Island was a depot station of the North-west Company of Montreal about the year 1808; they had another station on Haye's Island, nearly opposite to Moose Factory; the scheme of trading in the bay was not found remunerative, and these stations were abandoned before I returned from England in 1814; the lowest temperature I remember to have registered at Eastmain was 40 below zero.

Was

Was at Big River, north of Eastmain, in 1818; did not winter there; soil sandy and light; climate similar to that of Eastmain; potatoes and other vegetables grows there notwithstanding; was also at Rupert's House, where the soil is much better, and the station more sheltered than either Eastmain or Big River; more favourable for garden cultivation; the cultivated grounds at all the Company's posts are of small extent; none that I saw would be called a "farm" in Canada; farming and fur trading reckoned incompatible pursuits by the Company's managing officers.

Have been at Hannah Bay, a small post at the extremity of James Bay, maintained chiefly for the purpose of procuring wild food for the subsistence of the dépôt establishment of servants; wild fowl are generally very abundant on the shores of Hudson's Bay.

Resided at Moose Factory 15 years; it is the chief dépôt of the Company in the "southern department"; much sheltered from northerly winds; climate and soil good; raised potatoes and other vegetables there in great abundance; barley ripened well; small fruits, as currants, gooseberries, strawberries, and raspberries plentiful, grow wild; never knew wheat tried, the season being too short; horned cattle, horses, sheep, and pigs kept there; all housed in winter; the goods from London are there landed, and the furs shipped.

Have been also at Albany, but did not winter; climate and soil does not differ much from Moose, being little more than 100 miles farther north; well sheltered also, and the extensive marshes on the coast furnish an abundant stock of fodder for domestic cattle. The Albany River is considered one of the best routes of communication between Hudson's Bay and the Red River settlement; boats were used for conveying goods to the interior country long before the junction of the Hudson's Bay and North-west Companies in 1821; the most western post of the Albany district of ancient days was Brasen House, on the River Assiniboine; the soil around the posts of Henley, Martin's Falls, Onaburg, and Lac Seul, is of a quality that enables the servants of the Company to raise fair crops of potatoes; in point of latitude these posts are very little north of Red River.

Was in England in 1834-35, and on my return to Canada was ordered into the northern department of the Company's trading territories, Cumberland House being appointed as my wintering station in 1835; excellent wheat grown at Cumberland, which was ground by us with a steel hand-mill; made flour of first quality; other vegetable produce raised there with complete success; soil chiefly on limestone, and the climate favourable for garden stuffs of every sort; the Company's horses were not housed at all during the winter, and thrived very well in the reedy swamps near to the station; this is considered, in fact, one of the choice posts of the northern country.

Was stationed at York factory from 1836 to 1841; the soil around not adapted to cultivation, being for the most part mossy swamps; saw a crop of turnips raised there in a small garden only once, failed in other years from frequent blight, and night-frosts during the summer months; ice remains on the coast through July; pits were dug there with a view of ascertaining the depth of ground thawed during summer; repeated digging showed only about three feet of thawed ground, whilst the perpetually frozen ground was found to be about 15 feet. This dépôt is the most important post of the Company on Hudson's Bay, being the centre of imports and exports of the whole northern department; Indians are employed in transporting goods, are very expert voyageurs, and engage readily in any duties required of them by the Company's officers; they are paid chiefly in clothing and other goods essential to them for making a winter hunt of furs; many of them died in 1836 from influenza.

Was at the Company's post at Red River for a few months in 1841; wheat may be raised at the settlement in almost any quantity; hitherto the want of a market for their products has cramped the energies of the settlers; the quantity of flour and other produce required by the Company is so small that it can readily be furnished by three or four farmers; an extract from the census of 1836 shows that the number of horses then at the settlement was about 2,800; horned cattle, 9,300; pigs, 4,700; sheep, 2,400; estimated value of live-stock, 52,000 £ sterling. The population of the settlement, including Indians, is about 10,000. A large stock of wheat and flour is generally kept on hand by the Company, to guard against want, arising from failure of crops, whether caused by spring freshets, summer droughts, insects, or other casualties. Supplies of goods for the settlement are sometimes transported from York factory in the autumn, after arrival of the Company's ship from England; the greater part is usually sent up in the early days of summer; settlers have begun to find it more advantageous to sell their furs and carry on their commercial dealings at St. Paul's, Minnesota; they have the choice there of a greater variety of goods, and obtain farming implements which are not yet manufactured in the settlement, or imported by the Company. A considerable portion of British trade is thus becoming lost both to England and Canada; is yearly increasing, and will continue to increase in amount. A well supplied dépôt or store established at the "Lake of the Woods," which is only about 100 miles from the Company's post at Fort Garry, might probably divert a considerable portion of the trade from the American course it is now taking. It may also be desirable to counteract as much as possible every tendency towards a lessening or dependence on our neighbours for supplying the wants of the colonists. Troops being stationed at Red River, it becomes important that a regular chain of communication with them should be immediately and permanently established, and dépôts of military stores formed, Hudson's Bay and Straits being closed by barriers of ice, and communications by that sea route only practicable at one particular season of the year, it is, I conceive, very important indeed that provision should be made for every contingency that

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may probably arise. If it should be found desirable to send a re-inforcement of troops to the settlement at a late period of the year, say September, or to send additional stores of any kind, it is clearly "impracticable" for a second vessel to make the voyage by the straits at that season. On the other hand, in ordinary years the route between Lake Superior and the Red River settlement, by way of Rainy Lake, is open during the month of October; it seems to me, therefore, almost indispensable that the portage roads should be cleared, and a boat communication be established with the least possible delay; my opinion is, and I think I shall be sustained in this opinion by older members of the North-west Company, that boats may be used (in what is now the canoe track of the Hudson's Bay Company) for transporting bulky or heavy packages from Lake Superior to Rainy Lake. Thence to Lake Winnipeg boats are used, and have been used by the Hudson's Bay Company for many years back, in the transport of their goods and furs to and fro. The whole length of this canoe track, including lakes, rivers, and portages, does not exceed 150 miles; there would be some difficulty and labour in clearing these portages had improving the navigation of the small shallow streams that have to be passed; but I cannot give way to the assertion that the difficulties to be contended with are insurmountable, and the route consequently impracticable, except for north causes. A sufficient force of men, with an ample supply of tools, would make the road passable in a month or two; and if wintering parties were placed at certain points, I have no doubt whatever the whole route may be placed in good travelling order before the expiration of another year. The positions I would suggest as points of occupation are, Fort William, the Lake of the Woods; the Thousand Islands, and the point of the boundary line terminating on the Lake of the Woods; boats might be constructed during the winter at each of these positions, and remain on the chain of waters where required. At an after-period, when the portage roads are completed, trackways may be laid down, and tracks used for the conveyance of heavy stores and baggage. Improved portage roads and river navigation would also enable settlers from Canada to locate themselves on the borders of the Kaministiquia and Rainy Rivers, or other suitable places, of which we have such glowing accounts by travellers who have passed through that interesting country. There are several considerable lakes on that line of route, and there are many parts of the rivers without rapids or portages, so that the land carriage would not be very great. The officers of the Company pass through the country so rapidly, they have little or no opportunity for making observations as to the quality of soil, or its fitness for agricultural purposes and settlement; nor do they take much note of distances from point to point. The Red River section, the Swan River, the Saskatchewan, the Assiniboine, and the lands west of the Lake of the Woods, are considered the most desirable portions of the country for farming purposes. Other localities are no doubt equally as good, and where wood is more abundant, as the Winnipeg River, and the borders of Rainy Lake.

No agricultural "settlers" (properly so called) are permitted at or near the Company's trading stations, excepting Red River; their stations are occupied solely by the officers and employes of the Company and their families, the Indians being the only other residents near the stations.

There have been occasions when provisions and goods were sent in canoes to Rainy Lake; but these were very rare, and arose from unusual circumstances, the regular supplies for the district being always sent from York factory in boats.

Have been several times in charge of the station at Norway House; it is the central depot of the upper country; the Company's "brigades" of boats for the Saskatchewan, the Rocky Mountains, Cumberland, English River, Athabasca, Mackenzie's River, Swan River, Red River, and Rainy Lake, all receive their voyaging supplies at this station; it is especially the depot for Athabasca and Mackenzie's River. The goods for Mackenzie's River are sent in by a brigade of boats fitted out from Red River, and leave Norway House in June; they are met by the Mackenzie's River boats at Portage La Loche, or Methyl Portage; cargoes are exchanged; the boats of Mackenzie's River return to the head quarters of the district to which they belong, Fort Simpson; and those of Red River to York factory, where they arrive often barely in time to ship the furs for London. The Athabasca supplies are lodged at Norway House, and are carried in by the same boats that bring out the furs; these furs are then sent forward to York factory by other brigades. Good potatoes are grown at Norway House, and at the Indian village in the neighbourhood; this village was commenced by a Wesleyan missionary from Canada in 1836 or 1837, and is increasing year by year; the Indians have built log houses, cultivated patches of land, are industrious, and gradually becoming independent of fur hunting; soil at the village good; have not known wheat tried there, but being on the same parallel as Cumberland, may be raised when further clearances have been made; these Indians are the carriers and voyageurs of the district, and are consequently absent from home the greater part of the summer.

From 1842 to 1843, when I resigned my first commission and came to Canada, was stationed at Oxford House; experienced no difficulty whatever in raising vegetables, with a sufficiency of potatoes for the use of the Company's people, and had some to spare for York factory, and for the Indians.

There is another Indian village on the Saskatchewan River, near Cumberland; it is under the superintendance of a Missionary of the Episcopal Church, and is going on prosperously; wheat is raised there; also barley, and vegetables of almost every description.

Goods for the supply of the whole of that country are shipped from London, generally in the first week of June; arrive at the depots on Hudson's Bay in the end of August, or beginning of September; discharge cargoes, and re-load with furs as quickly as possible, and return to England; a very small part of the goods is distributed to the trading stations