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FOR ENGLAND, CALCUTTA, MADRAS, CEYLON AND INTERMEDIATE PORTS.



THE PENINSULAR AND ORIENTAL COMPANY'S Steam Ship BRAGANZA, will leave this for the above places on Tuesday the 29th of September. Cargo will be received on board until Noon, and SPECIES until 4 P. M., on Monday the 28th. This Route affords an opportunity of visiting SINGAPORE and PENANG, remaining a short time at CEYLON, and thence proceeding to ENGLAND by Overland Conveyance through EGYPT in 34 days, to MADRAS in 26 days, and CALCUTTA in 34 days, from the date of leaving CHINA. STEAMERS belonging to the H. E. I. Company, are also understood to ply between COLOMBO and BOMBAY, thus affording Passengers a much more speedy means of reaching the latter place than is otherwise obtainable.

CARRO, PARCELS, &c. may be forwarded to ENGLAND by the above Vessel with the same despatch as H. M. Mail's; and SPECIES, SILK, or other Goods to CEYLON, MADRAS, and CALCUTTA, on Terms nearly the same as by sailing vessels, the rate of Insurance having been reduced by several Offices in favour of the Company's Steamers. No Goods can be received for Overland Transit unless packed in non-susceptible Coverings as Wood, Matting, Tarred Cloth &c. and the Contents and Value of each Package either marked on the outside, or declared in Writing at the time of Shipment. Further particulars regarding Freight and Passage may be obtained by application at the P. & O. S. N. Co.'s Office, Hongkong.

J. A. OLDING, Agent.
Hongkong, 1st September 1846.

FOR LONDON, WITH QUICK DESPATCH.



THE fine A 1 Barque RAMILIES, Captain MACLEAN, of the R. M. S. 750 tons. For passage only, apply to Capt. MACLEAN, on board at Whampoa, or to Messrs JARDINE, MATHESON & CO., Hongkong.

East Point, 17th August 1846.

FOR SALE ON MODERATE TERMS.

THE well known, teak built Ship, FORT WILLIAM, of Bombay, 1214 tons Registered Burthen, with all her stores, of which she has on board a complete supply, and about 200 tons of Iron Knowledge. This fine vessel is well adapted for a receiving ship for any other purpose requiring great capacity of stowage. Apply to

JARDINE, MATHESON & CO.
Victoria, 14th August 1846.

FOR AMSTERDAM.

THE new Bark NEERLANDS INDIÉ, Capt. DANIELSEN, expected towards the middle of September. For Freight, apply to

VAN DERBURG ROMSWINKEL & Co.
Canton or Macao.

FOR MANILA.

THE Spanish Schooner FLECHA, hourly expected will have quick despatch for the above port; for freight apply to

RAWLE, DUUS & Co.
Canton, 6th August 1846.

PUBLIC AUCTION.

CHARLES BUXTON has instructions to sell by Auction on an early date (unless previously disposed of by private Contract) the Barque WILLIAM, which now lies at anchor in Hongkong Bay. The vessel, having been dismasted in a Typhoon when put into Amoy, and was there condemned in consequence of the resources of that Port being inadequate to refitting her for Sea. The Cargo of the vessel landed in excellent order, and the Vessel under the following Extensive Repairs last April, the Vouchers for which the Auctioneer holds for inspection:—

New Masts and Spars complete, with new Iron Works, Patent Trusses, Sheets, Ties, &c.; new Mast entirely, with new Slushions and Covering; head nearly all round; new Rudder, Rudder Trunk Pieces, and Gudgeons; new Knight-heads, Stern and Cutwater; new Hawse Chocks, Chime-plates, Dead-eyes, Windless-ends, and Whelps raised, new Frunnelled from the Copper up, have been and Copper carefully examined and repaired; Standing Rigging entirely new of the best European Make; Running Rigging and Sails entirely new.

Since the completion of these heavy Repairs the Ship has not been at Sea more than a month. She measures 212 Tons, and carries 300 Tons; has Leads Between-Decks fore and aft, and is very well fitted in Ground Tackle. She will prove, on inspection, to be a Stout, Staunch Vessel, fit for any service, and can be sent to Sea in 24 hours. She is for Particulars and Particulars apply to

GEO. STRACHAN,
Victoria, 26th August 1846.

FOR SALE.

THE well known fast sailing Schooner ARIEL, with all her stores, tackle and appurtenances. She has a very full Inventory and can be sent to sea at a few hours notice. For terms &c. apply to

W. H. FRANKLYN, Hongkong, or the COMMANDER, on board.
N. B.—Any person wanting to purchase will please apply soon; otherwise she will be dispatched on another voyage.

FOR SALE.

THE Schooner SRI SINGAPURA, now lying in the Harbour, Burden per Register 85 Tons. She is Teak built, has only made the Voyage from Singapore since she was Coppered, and sails remarkably fast. Apply to

SMITH & BRIMELOW,
Woodsman's Buildings, Queen's Road.
Victoria, 20th July 1846.

TO LET.

A House in Pottinger Street opposite the R. C. Church and next to Mr Shortt, apply to

BUSH & Co.
Victoria, 6th March 1846.

TO LET.

A Bungalow in Queen's Road, opposite the Albany Godowns, consisting of Six Rooms well ventilated below, with detached Offices and Stables complete. Apply to

TURNER & Co.
Hongkong, March 2nd, 1846.

TO LET.

A HOUSE on Queen's Road, containing twelve rooms, with godowns. Apply to

ARCH: MELVILLE,
Victoria, 14th April, 1846.

TO LET.

A House in Gough Street. Apply to

JOHN CARR.

TO LET.

A House situated in Wellington Street, commanding a fine view of the Bay. Early possession can be given. For further particulars apply to

R. OSWALD,
Victoria, 27th February, 1846.

TO LET.

THOSE large and convenient Premises fronting the Harbour, lately occupied as Ordnance Stores; either the whole or half of the premises can be rented, and are well worthy the consideration of any one requiring Stores; as they have extensive Godowns and convenient Jetty. Can be viewed by applying on the premises to

BURD, LANGE & Co.
Victoria, 3rd July 1846.

TO LET.

A House in Lower Bazaar lately occupied by **HENRY LEVY**, deceased, is on the water side, and well suited for a Sailors boarding house, can be seen by applying to

BURD, LANGE & Co.
Victoria, 14th August 1846.

TO BE LET.

Single and a double storied Godown. Apply to

GIBB, LIVINGSTON & Co.
Victoria, 5th June 1846.

TO LET.

TWO Houses on the south side of Gough Street. Apply to

GEO. STRACHAN.

TO LET.

AND may be entered upon after the 5th proximo. A convenient suite of rooms above the premises of SMITH & BRIMELOW, at present occupied by Col. FARQUHARSON, with Stabling, Cook house &c. &c. Rent moderate. Application to be made to

SMITH & BRIMELOW,
Victoria, 25th July 1846.

TO LET.

THE spacious and convenient two storied House Corner of Wellington and D'Agular Streets, formerly occupied by the Supreme Court; has good dry godowns and convenient mercantile Offices. Rent \$50 per month. For further particulars apply to

F. SPRING,
Rensburg Cottage,
Staunton Street.

TO LET ON LEASE.

A HOUSE on Queen's Road, at present in the occupation of Mr C. W. BOWRA. Apply at the Office of the *Friend of China*.

NOTICE.

THE interest and responsibility of Mr GEORGE THOMAS BRAINE and Mr FRANCIS CHARLES DRUMMOND, in our Establishment ceased on the 30th ultimo, and Mr ARCHIBALD CAMPBELL, Mr CHARLES JOSEPH BRAINE, and Mr EDWARD PARKIRA are this day admitted Partners in our Firm.

DENT & Co.
Victoria, Hongkong 1st July 1846.

NOTICE.

THE undersigned have been appointed Agents at Shanghai for the Imperial Fire Office of London.

BLENKIN, RAWSON & Co.
Victoria, 22nd April 1846.

FOR SALE.

A T the Godowns of Messrs BLENKIN RAWSON & Co superior Sherry, Madeira, and Port, in Mumbo & Co. Rheims. Apply to the house of

Hongkong, 1st June 1846.

NOTICE.

THE undersigned have received authority from the Directors of the Imperial Fire Insurance Office of London, to issue Policies on the New Buildings at Canton.

MACVICAR & Co.
Victoria, 23rd January, 1846.

FOR SALE.

WEBSTER, Gordon, Cossart & Co's superior Madeira, in Hbls, quarter and half quarter casks, and in cases. Apply to

FLETCHER & Co.
Hongkong, 1st March, 1845.

FOR SALE.

BLANDY'S Madeira, in half pipes, hbls, and quarter casks. Apply to

GIBB, LIVINGSTON & Co.
Victoria, 10th April 1846.

NOTICE.

MR. ROGER JACSON is this day admitted a Partner in our Firm.

HOLLIDAY, WISE & Co.
Hongkong, 1st August 1846.

FOR SALE.

THE following Wines ex Cannata.

Port, in Cases of 3 dozen each.
Sherry, do. do.
Sauterne, do. do.
Hock, do. do.
Claret, do. do.
Sparkling Champagne, in do. do.
Pale Cognac Brandy, in do. do.
Scheidam Geneva, in do. do. of 1 dozen.
Superfine Italian Sated Oil. Apply to

HOLLIDAY, WISE & Co.
Victoria, 16th July 1846.

NOTICE.

MR. CHARLES RYDER is this day admitted a partner in our Firm.

DIROM, GRAY & Co.
Canton, 1st August 1846.

FOR SALE.

A T the Godowns of the undersigned, in One Doz. Cases—

Cognac, do. do.
St. Estephe, do. do.
St. Julien, do. do.
Chateau Margaux, do. do.
Chateau, do. do.

Just landed from the French ship *Adamer*.
HEGAN & Co.

NOTICE.

MR. JOSEPH L. ROBERTS is a partner in our firm.

ADJUSTINE, HEARD & Co.
Canton, 20th March 1846.

NOTICE.

MR. AUGUSTINE RAWLINS HAYDON is authorized to sign our firm by procuration.

GILMAN & Co.
Hongkong, 29th May 1846.

NOTICE.

MR ABRAHAM BOWMAN, has this day been admitted into our Firm, which will in future be conducted under the style of **GILMAN, BOWMAN & Co.** GILMAN & Co. Shanghai, 1st July 1846.

INDIA AND CHINA MARINE INSURANCE COMPANY.

THE undersigned have been appointed Agents for the above named Company and are prepared to grant Policies payable in London, Calcutta, and Canton.

GILMAN & Co.
Canton, 14th August 1846.

NOTICE.

ON and after the 1st of September next, a branch of our house will be established at Shanghai, under the same name and style as at Canton.

Mr WILLIAM P. FLETCHER is authorised to sign for us by procuration.

(Signed) RUSSELL & Co.
Canton, 24th August 1846.

NOTICE.

THE undersigned have opened a Branch Establishment at Shanghai under the same firm as at Canton.

RATHBONES, WORTHINGTON & Co.
Canton, 1st August 1846.

NOTICE.

THE Undersigned have formed a partnership, for the transaction of a general Agency and Commission business, under the respective Firms of **RAWLE, DUUS & Co.** at Victoria, and **DEUS, RAWLE & Co.** at Shanghai.

S. B. RAWLE.
N. DUUS.
Victoria, Hongkong, 1st October, 1846.

FOR SALE.

SUPERIOR Sherry and Madeira in wood; also a few half pipes and quarter casks: Cape and Teneriffe Wines, Sherry, Madeira, Port, Claret, Cognac, Cherry Brandy, in 1 2 & 3 dozen cases.

RAWLE, DUUS & Co.
Victoria, 25th October, 1846.

FOR SALE BY THE UNDERSIGNED.

AN assortment of Anchors and Chain Cables. A Europe, Manila and Coir Rope, Hemp and topmasts.

RAWLE, DUUS & Co.
Victoria, 25th October, 1846.

SUMMER WINES.

FOR sale by the undersigned, Best Italian and French Wines at moderate prices.

Grafenberger Destourne
Hockheimer Lartigue
Geissenheimer St. Julian.

Sherry Port
Champagne

And a few baskets of fresh **SALTERS WATER** direct from Germany in the Dutch ship *Castor*.

RAWLE, DUUS & Co.
Victoria, 16th May, 1846.

AMERICAN FLOUR.

A few barrels of kiln dried flour for sale by

RAWLE, DUUS & Co.

BENGAL RICE—A few hundred bags of very superior quality, just landed and for sale by

RAWLE, DUUS & Co.

FOR SALE.

A new Fire proof Iron CHEST, for treasure or A papers, now in the Godowns of **LOUVAUX PARRIA Esq.**, Macao, where it may be seen. For particulars apply to

RAWLE, DUUS & Co., Hongkong, or **SBNN VAN BASSEL & Co.**, Macao.
Macao, 10th August 1846.

DALÉ, Burton Ale in Hogsheads @ \$20.
Do. do. in bottle 2-6.
Pale Cognac Brandy on Cask and bottle.
Fine full flavored Port.
Very Pale Sherry.
Pale do.
Brown do.
Red wine in Cask.
Champagne and Claret, at very low prices.
Sparkling and still **Wosley, Liguers &c.** Apply to

W. H. FRANKLYN,
Queen's Road.

FOR SALE.

SODA WATER and AERATED LEMONADE of superior quality at Messrs. **HUNTER & BARON'S** Dispensaries, Pottinger Street, Victoria Hongkong, and 12 Danish Hong, Canton.

HONGKONG DISPENSARY.

SODA WATER, AERATED LEMONADE, Aerated Champagne Water, (highly recommended, on account of its tonic properties).

AGENTS AT CANTON.

ACHOOK, Commodore, No. 3 Imperial Hong Hongkong, 13th March, 1846.

SODA WATER and AERATED LEMONADE, may be had at the manufactory of

I. A. STONE,
Just's Buildings, Queen's Road.
Victoria, 7th July 1846.

of States any north south of latitude 49 deg. The President renounced the offer of the 49th parallel, with a free port on Vancouver's Island south of 49 deg. which offers Mr. Erskineham at once rejected. It is to be seen, from this summary of the negotiations, that the whole practical difference between the two countries, is respecting the Columbia. While the war 49th parallel was to go for the whole of Oregon up to the American 49 deg. 43 min. our negotiators appear to have not contended for any exclusive right to the whole territory, or to have sought to extend their claim south of the Columbia.

Having thus stated enough to give a general idea of the subject of difference, and of the position of the dispute, we proceed to investigate the grounds of the claim which are not a little complicated as regards both law and fact.

The United States government rely, first, upon an original claim of their own country; secondly, upon a claim founded on their purchase of Louisiana from France; and thirdly, on a claim conveyed to themselves. The English government stand on a claim of right, which they maintain to be good against both the original claim of the territory, the derivative title conferred by the United States.

A good title to possession of vacant territory seems, from the practice of civilized nations and the authority of great jurists, (the two main sources of international law), to depend on discovery, accompanied by settlement within a reasonable time; or an unadmitted right to settle, held by another country, which has not had a reasonable time to settle after discovery. Such a right to settle may be acquired by the nation possessing it, either by exercising it, or by treaty, or it may be conveyed by treaty. The Spanish American colonies give an example of the first kind of title. Van Diemen's Land, discovered by the Dutch officer, Tasman in 1642, and settled by the English government in 1803, affords an instance of the second description of title. The right to settle in the western side of the valley of the Mississippi, which was yielded by France to the United States by treaty, illustrates the conveyance of a right to settle. It must be borne in mind that the rights of the savage natives, to the country they occupy, seem to have been almost invariably extinguished by the discovery of the territory by the European nations. In our examination of the question before us, however, we must be guided by the acknowledged rules of international right, without touching on principles of abstract morality, which might make some of those rules look rather questionable. There has been another ground of title, which is insisted on by a writer in the Edinburgh Review on the Oregon question, viz. — a title arising from a contiguous right to possession; but this is hardly an independent or original source of title. Such a claim by contiguity depends on the extent of territory over which a title acquired in the ways above mentioned, shall be taken to extend. This must, in every case, be determined by the extent of the territory of the nation of the settlement, and the nature of the settlement of the country. The general principle of title to vacant territory may, we think, be stated thus, that discovery confers the right to settle, and when followed up by settlement confers an exclusive title to possession. When the right to settle thus acquired has been abandoned, and the title to possession, and actual occupancy makes a good title in the settler. The questions whether such right has been abandoned, and how far the limits of the possession, to which a right is acquired, extend, depend on matters of fact in each case, which admit of no general rule being laid down.

There is another acknowledged principle, derived from the practice of nations, which is of great importance in considering the Oregon title, namely, that the discovery giving a right to settle, and the settlement conferring the right to possession, must be sanctioned by the proper authority of the government of the settling nation. An examination of the history of the colonization carried on by the subjects of different countries in Europe, during the last 350 years, will prove how universally this sanction has been supposed requisite. It rests, obviously, on a reasonable principle. The territory acquired is national property, and the settlement, and the exercise of jurisdiction, are exercised over it by authority of the legislature or of the executive of the nation; and therefore, the act of acquisition conferring these rights, and imposing these duties on the acquiring nation, is reasonably required to be authorized, by the proper constitutional authority. There is another point, of primary importance, to be recollected, respecting this question, viz. — that, in consequence of the convention of 1818, continued in 1827, the rights of England and the United States, by express stipulations, are just as they were at the first-mentioned period. The only change of rights, is that the United States have since acquired by treaty, the title previously held by Spain. In every other respect, no claim can be founded by either side on subsequent occurrences. The settlements by Americans, since that period, the settlement at Vancouver, the English one, and the one at Astoria, in 1811, and the one at Astoria, in 1823, are all immaterial to the question at issue. That question is, — Who has the right to the exclusive possession of a whole or part of Oregon? The Americans, as we mentioned above, assert a Spanish title, a French title, and an original title. We will examine the soundness of these respectively; whichever is best, on that they take their stand, and the weakness of any one of them derives no additional support from the strength of either of the others.

1. **The Spanish Title.** — By the treaty of Florida, in 1821, between Spain and the United States, which settled the boundary between the then Spanish provinces of Mexico and the United States, the 42nd parallel was signed on, as the line of division west of the Rocky Mountains, and Spain ceded to the United States all her rights, claims, and pretensions to territories north of that line. What was the nature of the Spanish title to the territory of the United States, before the signature of that treaty? Did she acquire a right to the territory, or was she merely exercising a right to it? Having been discovered by the Spaniards, she actually followed up the settlement to settle it? Or, lastly, can her settlements south of that line be reasonably supposed to extend to the north? If any of these questions can be answered in the affirmative, a good title, in all respects, can be shown in Spain. None of them can.

In 1774 and 1775, Perez and Heaceta, two Spanish officers, under the authority of the Mexican viceroy, explored the coast, probably as far north as 58 deg.

These seem the first authentic discoveries. But they were not then, nor ever have since, followed up by permanent settlements. Nor, as San Francisco, the northernmost Spanish settlement, is four degrees south of parallel 42, can the extent of territory, necessary for the full enjoyment of that settlement, be supposed to stretch north of that line. Spain, therefore, had a right to settle, which was never exercised. The Spanish title seems obviously untenable against any subsisting right to occupy; and it is, therefore, unnecessary to enter at length into the discussion, whether it is subjected to treaty stipulations with England. So much has been said, however, in the discussion on the Oregon question, about the Nootka Sound convention, that it will be well shortly to explain it.

In 1788, an Englishman, named Meares, commanding a private trading expedition to the north-west coast, established a post at Nootka sound, in Vancouver's Island. A vessel that had been discovered by Perez and Heaceta, was then carefully explored by Captain Cook in 1777. In 1783 a Spanish officer, named Martinez, commanding an expedition sent by the Viceroy of Mexico, took possession of three English merchant vessels at Nootka sound, and erected a fort on the shore. These events nearly produced a war between Spain and England, but the danger was ultimately avoided by the Nootka sound convention, signed in October 1790. The buildings and land which British subjects had been dispossessed were to be restored, and it was agreed, that the subjects of the two powers should not be disturbed or molested, either in navigating or carrying on their fisheries in the Pacific, or South Sea, or in landing on the coasts of those seas in places not already occupied, for the purpose of carrying on their commerce with the natives of the country, or of making settlements there.

Captain Vancouver was dispatched from England to receive the surrender of Meares's establishment, but it is doubtful whether any thing was actually given up. In 1793 neither Spaniards nor English had any settlement at Nootka Sound. Vancouver explored the coast but made no settlement. It has been much discussed, whether the stipulation of the convention above quoted, agreeing to mutual right to settle, meant settlement for colonization, or settlement only for trade. But as against Spain, and the United States representing her, who insist on this exclusive right to settle, and to possess, according to a reasonable rule, the construction of the agreement must be made in the sense the most unfavourable to her. It is likewise contended, that this agreement did not survive the war which subsequently ensued between Spain and England. The distinctions between treaty stipulations, which are in its nature, and those which are not, (and those which are altogether destroyed by a state of war, seem to be of rather a subtle and disputed character. In this case, the right stipulated for was not a mere *locus*, nor was it an artificial right, created by treaty, on the contrary, it was a license accorded with an interest in the soil, as a right to make settlements, which could not be rescinded, or leave to others who might have settled as they were before; and, besides, the stipulation was for a natural right, the right to occupy and settle vacant territory, which was claimed by England, irrespectively of treaty, and which must be taken against Spain and those who stand in her shoes, as fully conceded to England. As we hold the Spanish title to be untenable, to the exclusion of England, it seems sufficient thus briefly to advert to this point, and to mention the two considerations which, in our mind, conclusively prove the treaty to be transitory or enduring.

2. **The French Title.** — This arises on the sale of Louisiana, by the French Government, to the United States in 1803, which first conveyed territory west of the Mississippi to the latter. By the treaty of Paris, 1763, the Mississippi was made the eastern boundary of the province of Louisiana, dividing it from the British colonies, and by the original treaty of Louisiana, in 1763, and by the treaty of Louis XIV, that province comprised the country watered by the Mississippi and its tributaries, to the Illinois. There seems no pretence for supposing that Louisiana, even in name, ever extended across the Rocky mountains to the Pacific; much less, that French discovery or settlement had ever given a foundation to such an assumption. Even Mr. Greenhow, the chief American writer on this question, and the zealous advocate of his country's claims, admits, that the highlands separating the waters of the Mississippi from those flowing into the Pacific, are the true western boundaries of Louisiana. It is to be borne in mind too, that whatever rights the Nootka Sound convention gave us respecting Oregon, against Spain, are equally good against any claim founded on the subsequent acquisition of Louisiana. From 1765 to 1803, that colony was possessed by Spain, and therefore, when reconveyed by her to France, in 1803, it could only be so subject to all permanent rights affecting it, acquired against Spain, at any time previous to the last-mentioned date.

3. We have, therefore, only the independent American claim left for us to deal with; this must be treated as it stood in 1818. It rests on an alleged discovery and settlement. The discovery consists in the entrance into the Columbia River, first effected by Captain Gray, an American merchant captain, in 1792. He ascended the river twelve or fifteen miles. Subsequently, Messrs. Lewis and Clark were sent by President Jefferson, and they descended the river Columbia from its southern head waters to the mouth. The settlement was a trading post, established in 1811, at Astoria, on the left bank of the Columbia near its mouth. It was established by a private company, consisting of Mr. Astor, (a Frenchman, German, by birth, and American by adoption), and two Scotchmen, and three soldiers of the United States Army, and three soldiers of the Great Britain and the United States Army, and

In October, 1818, the representatives of this company, at Astoria, sold it, with all the stock in hand, to the British North-West Company. On the first of December following the transfer, a British man of war arrived in the river, and took formal possession of the post, hoisting the British flag, and calling it Fort George. By 1815, it was provided which terminated the war in 1815, it was provided that all territories, places, and possessions whatever, that were to be restored without delay. Accordingly, on the sixth of October 1818, an American commissioner took formal possession of the fort, and the American flag was hoisted. The commissioner then sailed away in the ship which had brought him, and the North-West and Hudson Bay Companies have since kept up a trading establishment at the spot. This is the whole foundation of the American original claim. In the first instance, it must be observed, that under any circumstance it never could support a claim for the whole territory up to 54 deg 40 min. it could only apply to the country said to be discovered, explored, and settled, adjoining the Columbia. The limits of this district would be open to discussion, but we are very reasonably to be extended to the whole territory; indeed, Mr. Calhoun only puts the valley drained by a substantiating a claim to the rest of the country. It is to be remarked too, that the United States of the United States for the whole territory must rest on the Spanish right, which cannot be supported together with their independent claim. Their original claim for the Columbia valley is irreconcilable with their Spanish title. Their negotiators seem much disposed to shift their ground from one to the other, and to make use of both at the same time; but the one can derive no confirmation from the other, but, on the contrary, destroys it.

Without entering into the question, whether Gray really is entitled to be treated as discoverer, it is a sufficient answer to the whole claim, that neither his discovery, nor the settlement, were of a recognised national character. It is true that Messrs Lewis and Clark were sent by the chief of the American executive, but they were sent to Astoria was merely a settlement, and temporary establishment by citizens of different countries, and as such, in no way a settlement, such as is necessary to perfect a national right to possession. The temporary restoration of Astoria, in 1818, to the American commissioner, under the treaty of Ghent, was not a national right, as it was not a settlement, but that the right kept alive by the convention of 1818, for that was signed a fortnight subsequently, and moreover, the treaty of Ghent said nothing about the right of possession, where rights were in dispute. It merely provided for a restoration of the *status quo* at the commencement of the war; it gives no new right, — no confirmation of former doubtful right. Astoria was restored, and by the restoration the United States, represented by its commissioner, was in possession *as of its former right*, which, we have shown, was worth nothing at all. This act, under the treaty, could not subsequently be a confirmation of the original right of territorial possession by the settlement of the Astoria Company is untenable, it continued to be so. It follows, clearly, therefore, that this branch of the American claims is utterly weak and indelible against any good title.

It results from the examination, we here gone through, of the Spanish title, the French title, and the only special claim, which can fairly be maintained by that country is, the joint right with us, to settle the territory in question, under the stipulations of the Nootka Sound Convention. We say nothing of the claim advanced by the United States government, on the ground of vicinity. A reference to the map will at once destroy such a pretence, more particularly, when it is recollected, that in allowing such a right in them, we must look to the position of their population in 1818, since when, our respective rights and claims have been in suspense.

We come now to the foundation of the English claim. Disregarding altogether the doubtful accounts of Drake's explorations, the first investigation of the coast of the disputed territory by an Englishman was effected by Captain Cook in 1777. It will be recollected that Spanish officers had preceded him. Captain Vancouver, in 1792, sent to explore the coast, and to settle, under the Nootka Sound Convention, surveyed the coast as far north as the straits of Fuca. In 1793, Mackenzie crossed the Rocky mountains, and descended to the Pacific by the valley of Fraser's river. The first establishment west of the Rocky mountains, subsequent to Meares's temporary one, mentioned above, was in the latitude 54 deg, at Fraser's lake. It was erected for purposes of trade, by the North West Company, in 1806. In 1811, Mr. Thompson, employed by that company, explored the northern branch of the Columbia, and descended that river to its mouth. By the North West Company, in 1821, the British subjects in the territory.

There does not appear to be any substantial foundation for a claim on our part to an exclusive right to possession of any part of the territory; nor even to a *proportionate* right to settle. Our claim to discontinue, though it may with some reason be urged against the American original claim, is, in itself, hardly tenable. At the most, Mackenzie's journey, even if such discovery of the interior, could counterbalance the previous Spanish explorations of the coast, could only give a right to settle the Fraser's river district, which could not reasonably be extended as far as the Columbia valley. But the fatal objection to any exclusive right on our part to possession, is, that we have made no settlement under legitimate national authority.

The North West Company was at such a private company as that of Mr. Astor; and when it was incorporated, by act of Parliament, with the Hudson Bay Company, in 1821, all our rights respecting territory in Oregon, against the United States, were suspended by intervention of 1818. As against the rest of the world, perhaps, this act, which, *inter alia*, extended the jurisdiction of the Canadian courts over the territory taken together

with the actual settlement of British subjects there, might be construed to give a right of possession to the country settled. But against the United States, our title to possession is worth as little, as their against us. — We can neither be said to have discovered, nor settled the country. The Spaniards discovered it, and we had never settled it, in the correct sense of the word, before 1818. The Americans stand on the same footing; they neither discovered nor have settled it. But, as representing Spain, they are bound, by the Nootka Convention, to allow us a right to settle; and as a nation, they acknowledge the same general right, which was what we contended for, in 1792, with Spain. In the same double capacity, as we can show no exclusive claim, either by treaty or by general international right against them, we must allow to them the right to settle vacant territory. The Americans have insisted on an exclusive right; we have, on the other hand, contended for a right to settle and occupy jointly with them; but as this latter right, with the effect of settlements and occupancy, would ultimately lead to inconveniences and disputes, we proposed what we thought an equitable partition of the subject of dispute. The Americans suggested a different one, declining our proposal. It was just the very question for an arbitrator to settle; three, since the beginning of last year, has our plenipotentiary offered to refer the question to arbitration, but the offer has been declined. The practical question then is, — Whether we are willing, for the sake of peace, in a case where we are not made whole, to take less than we thought we might fairly ask? Put war, and its horrors, and its taxes, or, without war, put the constant expectation of it, and the consequent languishing of commerce, in one scale, and the fragment of desert territory, between the 49th parallel and the Columbia, in the other, which should preponderate? We have been willing to give up a portion of that fragment; why should we be so punctilious in our respect for national honour, as to refuse to resign a portion of the territory, are willing to be satisfied if claim on the other side, we fear, the *motus* for our unwillingness, when it ought to be a reason for the concession. Obviously, the natural thing would be, irrespective of accidental considerations, to continue the boundary west of the Rocky mountains, the same as it is east of them. The circumstance making it desirable for us to have the addition we seek, is the access thus allowed to the navigation of the Columbia, and the existing settlements of the Hudson's Bay Company, south of that line. The Columbia is not continuously navigable for more than 125 miles from its mouth, so that for anything more than the passage of mere portable canoes, its navigation to the sea never can be of any use. The Company is said to make no great profit by its Oregon trade, and might readily be compensated for the value of its settlements — settlements which, it must be remembered, confer no national right to the territory occupied by them. All the best harbours on the coast are north of the Straits of Fuca. There seems, then, to be no insurmountable objections to the concession by us of the fragment of territory in question. Such a concession would involve no sacrifice of right, nor would it materially affect the value and usefulness, present or prospective, of the portion retained. We cannot see that an arrangement, which would make the 49th deg. the boundary to the sea, concede to us Vancouver's Island, extending partly south of that parallel, and would secure satisfactory compensation, at a fair valuation, to the Hudson's Bay Company for their improved lands and settlements, south of that parallel, would be open to any reasonable objection, on the part of those who have candidly considered this question. At any rate, we trust no stone will be left unturned — no possible scheme of compromise left untried by our negotiators, to avoid having recourse to the last resort of arms, amid the din of which, Oregon will soon be forgotten. — *Economist*, June 6.

COMMERCIAL INTELLIGENCE.

(From the Bengal Hurkaru, July 25.)
CALCUTTA.—Cotton.—There is no change to report in this staple either as regards demand or prices. Banla has brought previous value Sa. Rs 10 11 per md.
Exports as above, from 1st to 23rd July.
China.....mds. 15,885
Singapore and Penang..... 501
Opium.—The market has been quiet, and though several clippers are on the point of sailing there has been no animation; and the prices are but little higher, yesterday quotations were
Puna, Co's Rs. 1,150 a 1,155 per chest,
Benares, 1,080 a 1,025
Exports as above, —
China.....Chests 1,699
Singapore and Penang..... 501
Other Places..... none.

SHANGHAI IMPORTS.

Per *Agua Marina*, British ship, from Hongkong and Amoy, arrived July 1840.
1,360 pieces Gray Twills,
500 „ Muslins,
11 cases Velveteens,
2 trusses Woollens,
30 cases Wine, value 600 Dollars,
33 pigs Sore, value 766 Dollars,
16 tubs „ Liquid Indigo,
2 cases „
10 cases Weight, Scales &c.,
And Sundry personal Stores.

EXPORTS.

Per *Speco*, British schooner, for Chusan and Hongkong, sailed 27th June 1840. A. CALDER, Treasurer.

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