

THE PUGET SOUND HERALD

Published every FRIDAY MORNING, at \$5 per annum, in advance. Single copies, 25 cents. Advertisements, to insure insertion without delay, should be handed in on or before Tuesday of each week.

The Herald can be found in San Francisco at the office of our Agent, 1117 Washington street, at the Merchants' Exchange and the principal Hotels; and also at the leading Hotels in the Atlantic cities.

We shall be pleased to furnish masters of vessels and others, on board, with this of the Herald, on application at this office.

L. P. FISHER,
1117 Washington st., San Francisco.
Is authorized to act as the Agent of this paper in receiving advertisements and subscriptions in San Francisco and elsewhere, and collecting and receiving for the same.

CHAS. PROCTOR,
1117 Washington st., San Francisco.

PUGET SOUND HERALD.

STEELACOOM, W. T., FRIDAY, APRIL 22, 1859.

HOW TO SERVE A WRIT.

At a recent term of the District Court, an Indian named Too-a-pi-ti was indicted by the Grand Jury for the murder of Mr. McAllister, in October, '55. Mr. McAllister was an old and respected citizen of Washington Territory. He was killed near Connell's Prairie, the day previous to the killing of Miles and Moses, and probably by the same Indians, at the outbreak of the war, a day or two after the massacre on White River. He was on a friendly mission to the Indians, to induce them to lay down their arms and be peaceable. He had gone out with a party of volunteers under Maj. Eaton, to bring in Leschi by force, if necessary, to prevent him from joining the hostile Indians; and, accompanied by Connell and two Indians, he left the volunteer party at the Puyallup River, and proceeded to find the dissatisfied Indians for the purpose of inducing them to lay down their arms, which object he hoped to effect by his personal influence. When near Connell's Prairie, they were fired upon, and McAllister and Connell were killed. The two Indians escaped; one joined the enemy, and the other returned to the volunteers and related the fate of his companions. Various statements as to the mode and manner of death are related; but, as no white man survived the affair, all accounts come from Indians. It is stated that a shot from Too-a-pi-ti killed McAllister, although his body showed more wounds than one; and Too-a-pi-ti was therefore indicted for murder.

"The better the day, the better the deed," last Sunday was therefore chosen to serve the writ for the Indian's arrest. This Indian has habitually lived near the forks of the Puyallup, near Mr. Lane's claim, in whose family he was well and favorably known, both before and since the war, and thither the posse proceeded to execute the warrant. The posse consisted of McAllister's son George, his son-in-law Bunting, Riley, Hubbard, and one or two others. An Indian named Wash, who figured prominently during the war, and had some narrow escapes, acted as guide to the party. They returned in the evening, and reported that they had killed Too-a-pi-ti, whilst attempting to escape; and whilst returning, when within a mile or two beyond Montgomery's, they were fired upon from the roadside. Their own story, as to the manner of serving the writ, varies a little from the strict letter of the law. It does not appear that the warrant was produced and read to Too-a-pi-ti, for the reason that he seemed to have other and pressing business, and was hurrying off when Riley fired, and, according to his story, he put a ball and three buckshot into him. George McAllister and Wash both fired, and they also each put a rifle ball into him, whereupon Too-a-pi-ti tumbled from his horse. So well satisfied were they with the manner in which the warrant was served, that the posse immediately returned, without going to see whether it had been a death warrant or not. So anxious were they to report the result, that they rode at a brisk pace on their return, but not so rapidly as to prevent some of Too-a-pi-ti's friends getting in advance of them, and when two or three miles from Montgomery's, just as they had slackened their pace a little, Riley and Wash were fired upon from the roadside, so close that smoke was seen by those of the party behind, between Wash and Riley, who did not suspect at the time that the shot was fired by other persons out of their own party, and rode leisurely by the spot of danger unmolested. Those in front, however, soon informed those in the rear of their danger, and, accelerating their pace, they all arrived safely in Steelacoom, with the exceedingly satisfactory intelligence that the warrant had been faithfully served, and that they had safely escaped an ambush on their return. They are certainly to be congratulated upon the manner in which they have performed their duty, and their narrow escape from so many dangers.

We earnestly protest against our citizens running such perils, even for the sake of the law. Too-a-pi-ti has been peaceable and quiet for at least three years, and was in the peaceful employment of Mr. Lane on his claim, and it must therefore have been an exceedingly dangerous duty for only six or seven men to execute a warrant upon him.

We confess ourselves at a loss to understand why, at this late period, we should with so much danger to ourselves endeavor to finish the work which the troops left undone. If they did not complete the task of punishing the Indians, the fault is theirs; and we can hardly be expected to endanger ourselves to correct their work. We cannot see why we should trouble our heads about the matter at all; the troops are sent into the country to do this thing for us, and why not let them do it? We cannot see why we should tax ourselves to pay the expenses of law-suits. There is no case on record where the civil courts have assumed the trouble and responsibility of punishing offences committed in time of war. It is true, our Adjutant-General gave his testimony on the witness stand, a few days ago, at Olympia, during the trial of an Indian, that there was no war with the Indians in '55 and '56; yet our

Delegates in Congress, a few days before the adjournment, congratulated the citizens of this Territory that Congress had acted so far on the war debt as to admit that there was a war. We certainly prefer the latter view of the question, for otherwise the entire war debt will be referred back to us, to be paid out of the court fund. The whole matter will be set down as a legal organization for the promotion of law and order, and the brilliant deeds and gallant achievements of the W. T. Vols. will lose all their military character, and dwindle down into the stupid and insignificant transactions of an immense posse comitatus, whose expenses are to be paid out of our own pockets. We certainly cannot divide up the work of the troops, and turn over the unfinished portion to be completed by our courts of law. There is no telling where it would end, because legally every Indian who participated in the war is alike a murderer, and must be arraigned and tried. The friends of Moses and Miles have had their revenge in the execution of Leschi; those of White and Northraft are soon to have it on Yelm Jim; those of McAllister have obtained it on Too-a-pi-ti. The process is clear and easy, and every one who has lost a friend or suffered a wrong during the war can have justice meted out to the offender. There is no difficulty about proof, for it don't require much; all that is necessary is to take advantage of the petty quarrels among Indians; for they delight to tell on their associates in the war, with whom they have had differences since, and even manufacture evidence, if necessary. We have no doubt that the friends of Too-a-pi-ti are now ready to come forward and turn State's evidence against Wash; when he shall have been convicted, the friends of Wash will convict the witnesses who convicted him; and so every Indian who participated in the war would get his deserts, except perhaps the witnesses in the last case of the long criminal calendar that would result from this process, because they would have nobody left to testify against them.

We don't like this view of the case; and that it is coming to this, there is no question. There are still half a dozen or more indictments against Indians pending, which will lead to many more. The Judges have decided, in their charges to the Juries, that there was no war; that it was merely a band of murderers and assassins leagued together for the suppression of law and order. When Congress discovers the view we take of the case, the war debt will be referred back, to be paid out of the proper fund; for if there was no war, there can be no war debt.

It is true, this legal view of the matter has this advantage, that there would be no form for the charge so strongly used against us in Congress, of wantonly killing Indians. There would be no danger of counter suits, for the reason that Indian testimony is not taken in our Courts against white men; if it could be, there would perhaps be a willingness to cry quits. As yet, however, no white man has been convicted in this Territory of killing Indians, and we wonder why this fact has not been cited in Congress to refute the grave charge in that respect.

There is one evil consequence we must not forget to mention in this question. In the case of Kitap, for example, the prosecution does not seem to have exercised proper vigilance in procuring testimony. No witnesses came forward to swear that they saw Kitap kill a white man, and he was therefore acquitted. The whole error of their organization in '55 and '56 is at once apparent to the Indians; they see that they should have taken to killing the whites separately and by individuals, so that no one could testify against another. The Indian discovers that, in order to prevent his hanging for killing a white man, he must do it without witnesses; and that he can only be convicted when somebody swears that he saw him do the deed. So, hereafter, when white men are killed by Indians, it will probably be under such circumstances that no trace can be discovered of the perpetrators.

By letting the law take its course, however, our vengeance will certainly be ample. We certainly had more completely subdued the Indians, before the troops were withdrawn from the field, than was ever the case before or since; for, after having whipped and driven them, and after the last hostile shot was fired by them, on the 10th of March '56, more than thirty Indians, counting men, women and children, were killed by our people. This in itself is more than we have lost by the Indians, during the whole war on this side of the mountains. The legal action is still more complete, for we thus get quite a number of Indians, for every white man killed. Thus Quim-muth was killed in the Governor's office by relatives of McAllister, it is believed; for Quim-muth, previous to his death, had the reputation of having killed McAllister, and the Indians say that George McAllister killed one-armed John on the Reservation, and now the law comes in and claims Too-a-pi-ti, all for the same offence. We thus get three or four Indians for every white man. It is now pretty well established that we got the wrong Indian when we hung Leschi for killing Miles and Moses, and consequently we must eventually have the right offenders. Yelm Jim will be the first of a party of ten or fifteen concerned in killing White and Northraft. Our vengeance could scarcely be more complete. We only fear that Congress will discover how well we can take care of ourselves, and withdraw the troops, and delay the payment of the war debt, or send it back for settlement here.

We hope our new Governor will take the subject into consideration; and, as he comes out unprejudiced by our knowledge of the savage, he will probably be better able to decide whether it will be to our interest to go on and put all the Indians through the law, or to pardon them by proclamation, and be as friendly once more to the Indians as they have been to us since the war.

SHIPOWNERS AND CONSIGNEES.

In an exchange paper some months old, we find a decision rendered in the U. S. Circuit Court at Boston, last fall, which sets forth in plain terms the relative positions of shipowners and consignees. This decision is of importance to all parties doing business on Puget Sound, and as such we commend it first to their careful perusal, and afterwards to an equally careful preservation for future reference. In regard to the *Boston Journal* says:—"It has been considered sufficient heretofore, by shipmasters and shippers, to notify consignees that the ship is at a certain wharf, and will commence discharging at a certain time. Many, and we think the majority, have supposed that after such notice it is the business of the consignee to look after his goods, and that they are at his risk the moment they are discharged." Our readers do not require to be told that the same law is good here, and that the Pacific Mail Company's steamers violate its provisions every time they come to the Sound. The decision contains the following points:

1. That notice must be given to the consignee when his goods are ready for delivery.
2. That the goods must be so placed that the consignee can find them and ascertain their condition. It is not sufficient that they should be tumbled out on the wharf intermixed with other merchandise, or so piled together that they cannot be examined without expense and trouble, as is too often the case.
3. If the consignee sends for his goods at the time appointed, and cannot get them, he is not bound to send again till he receives a new notice. In the meanwhile, if they are landed, they lie at the risk of the ship.
4. Readings to deliver must be at a fit time. There must be time enough after it for the consignee, using due diligence, to get his goods away before business hours are over, and the weather must be suitable for discharging and removing them without damage.
5. Goods discharged on any day which custom or law has set apart as a holiday, must remain at the risk of the ship until the next business day, and the ship will be liable for any damage or loss which occurs in the interval.

DEPARTURE OF LIEUT. A. V. KATZ.—The last passage up of the steamer *Constitution* brought again into our midst this meritorious officer, after an absence of some months at Seimahmo, with the Boundary Commission. We learn that the next steamer hence for San Francisco will bear him away on his journey to the States, where his stay will be as brief as in California; Europe being his destination, and his furlough of six months not admitting of stopping on the way. This opportunity of visiting Europe, which he has long looked forward to with hopeful anxiety, comes at a good time; for his leading motive in going is to witness some of the grand military displays in France, and for many years so favorable a time as the present, while the Emperor is marshalling his armies for a fight with somebody, has not been presented. He will be accompanied to the States by his brother, Fred. Katz, so favorably known in Steelacoom and vicinity as an *attache* of the garrison. They leave behind many sincere friends and well-wishers, whose esteem has been won by their uniformly kind and gentlemanly deportment. We trust their journey will prove agreeable throughout, and that we shall soon again have the pleasure of taking them by the hand.

New Goods.—The barque *Ork*, which arrived on Monday last, brought from San Francisco a large amount of goods, principally for Balch & Webster and J. R. Meeker & Sons. The assortment is very extensive, comprising about everything that before was lacking in our market.

RUN OVER.—A man named De Shaw, while driving a yoke of oxen, before a heavily laden wagon, on Wednesday last, fell under the wheels and had two of his ribs broken, besides sustaining other injuries. Dr. Ridgely dressed his wounds, and left him doing well.

REAPPOINTED.—Hon. C. H. Mason has been reappointed Secretary of this Territory for the ensuing four years. Good.

THE WEATHER.—During the past week nobody has found fault with it.

New Advertisements.

ARMY NOTICE.

SEALED PROPOSALS FOR FURNISHING the U. S. Troops at Fort Steelacoom, W. T., with Fresh MEAT for the year commencing July 1, 1859, will be received at the office of the A. A. C. S., Fort Steelacoom, W. T., up to 10 o'clock A.M. on Friday, the 30th of May, 1859.

Beef must be fresh and good, and of a wholesome quality, delivered in quarters, an equal proportion of each (necks and shanks to be excluded) ordinarily a reasonable price, in quantities varying with the number of troops at the post. The amount required at present is about 800 pounds, which may be increased or diminished during the year. Payments to be made monthly.

Proposals to be addressed to the Acting Assistant Commissary of Subsistence, Fort Steelacoom, W. T., and endorsed "Proposals for Fresh Beef" written contract and b. m. in quadruplicate, with two sureties, to accompany the proposals. Contract will be given to the lowest responsible bidder. The Commissary reserves the right to reject all bids. Bidders are invited to be present at the opening of proposals.

E. J. HARVIE,
1st Lieut 9th Infy.
A. A. C. S.
Fort Steelacoom, W. T., April 20th, 1859.

Pioneer and Democrat copy 3 times and send bill to Herald office.

TOWING, FREIGHTING, ETC.

THE WELL-KNOWN STEAMER

RANGER,
Now plying on the waters of Puget Sound, will be ready at all times to tow rafts or cargo freight to or from any ports or wharves on the Sound.

Orders left at Balch & Webster's store, in Steelacoom; Phillips & Sons, Olympia; or at the various post-offices on the Sound, will be promptly attended to.

Freight carried and towing done on the most reasonable terms.

A Mutual Agreement of Separation between Andrew R. Beller and his wife, Elizabeth Beller.

WITNESSES: 22nd, 1859.

THIS IS TO CERTIFY THAT I, ANDREW R. BELLER, have agreed with my wife to leave her, never to meet at man and wife any more, and cheerfully grant her my rights to all the children, and all in the house and out of the house belonging to me; and furthermore grant her the privilege of resuming her own maiden name again, and holding that any Judge or Jury grant her a divorce by applying for same.

Michael Linsman, J. Signed and sealed by witness, Henry Harmon, J. L. O. HARMON.

Steelacoom Market and Prices Current.

STEELACOOM, Friday, April 22, 1859.

The market this week shows some improvement over last. The weather has been fine, which, together with the arrival of considerable additions to the stock of goods on hand, has contributed to this effect. The farmers give good accounts of their crops, and feel in better humor to trade than while the winter season seemed to threaten to damage most of the grain already in, and prevent completing the spring sowing. Grass is giving great encouragement that the season of poor beef is about at an end. Beef still runs high, and holders are jubilant over their prospects, and indeed every day takes something from our hopes of a speedy reduction in prices. Grains are rather scarce, and will hardly supply the want until harvest. We quote—

WHEAT—50 bushels sold at 75c.
FLOUR—20 qr sacks sold at 45¢ per bbl.
BEEF—A sale of 84 head of cattle was made at 12c.
EGGS—120 dozen sold at 5¢.
WHITE LEAD—400 lb sold at 75¢.
BLACK LEAD—A small lot sold at 15¢.
POTATOES—400 bushels sold at 75¢.

WHOLESALE—CONNECTED WEEKLY.

Provisions.	Per lb.	Per 100.
Beef, fresh, per lb.	10	100
Mutton, per lb.	10	100
Pork, fresh, per lb.	10	100
Salt, per lb.	10	100
Meat, per lb.	10	100
Clear, per lb.	10	100
Bacon, clear, per lb.	10	100
Bacon, prime, per lb.	10	100
Hams, per lb.	10	100
Salmon, per lb.	10	100
Codfish, per lb.	10	100
Macaroni, per lb.	10	100
Butter, fresh, per lb.	10	100
Butter, salt, per lb.	10	100
Corn Meal, do.	10	100
Salt, fine, per lb.	10	100
Soft, coarse, per lb.	10	100
Potatoes, per bush.	10	100
Beans, Chl., per lb.	10	100
Beans, whole, per lb.	10	100
Peas, matted, per lb.	10	100
Sheets, per lb.	10	100
Sheeting, per lb.	10	100
Prints, per lb.	10	100
Drilling, per lb.	10	100
White Lead, per lb.	10	100
Colors, do.	10	100
Lamp Oil, do.	10	100
Olive Oil, do.	10	100
Coffee, per lb.	10	100
Coffee, ground, per lb.	10	100

PROPOSALS

FOR OPENING THE U. S. MILITARY ROAD FROM STEELACOOM TO BELLINGHAM BY W. T. Z.

SEALED PROPOSALS WILL BE RECEIVED by the undersigned, or the officer in charge of the U. S. Military Road, Fort Vancouver, W. T., until noon, on Monday, the 8th of May, 1859, for opening a TRAIL, practicable for pack mules and stock driving, from Seattle (or a point near there) to the mouth of the Puget Sound, by the shortest route, on a distance of 85 miles, more or less, on the above-named road.

The road has been carefully and completely blazed through the forest, and the work thereon required will be to cut down and remove all such trees and other obstacles as may be necessary to the fulfillment of the conditions of the contract, and to construct a good and practical trail.

Bidders will specify a stipulated sum, per mile. Each proposal must be accompanied by a written guarantee, signed by two responsible persons in the sum of \$1,000, that the bidder will, when required, if his proposal be accepted, enter immediately into a contract and bond, with good and sufficient security to the amount of the contract, for the true and faithful execution.

The right of rejecting all bids is reserved. The contract, if awarded, will be given to the lowest responsible bidder, who will at once enter into it, and, when the work is completed, must be held responsible for the completion of the work, before making a contract, that no member of Congress shall be admitted to any share or part therein, or any benefit to arise therefrom.

The right of rejecting all bids is reserved. The contract, if awarded, will be given to the lowest responsible bidder, who will at once enter into it, and, when the work is completed, must be held responsible for the completion of the work, before making a contract, that no member of Congress shall be admitted to any share or part therein, or any benefit to arise therefrom.

Persons desiring to bid will please call for further information, if desired, on the subject, or the officer in charge, at the office of the U. S. Military Road, (in Hudson Bay Co's buildings) Fort Vancouver, W. T.

Proposals, sent through the post-office or otherwise, must be endorsed, "Proposals for opening the U. S. Military Road from Steelacoom to Bellingham Bay."

GEORGE THOM,
Captain Topographical Engineers.
Office U. S. Military Road, March 22, 1859. G-4

For Sale.

A CHOICE ASSORTMENT OF DRUGS, &c. such medicines as are useful in general practice. Inquire at the office of the Puget Sound Herald. 24¢

General Notice.

THE UNDERSIGNED BEGS LEAVE TO inform his friends, and the public generally, that he will endeavor to keep constantly on hand the following goods: A general variety of

Dry Goods,

such as Boots, Shoes, Hats, Caps, Cloths, Blankets, Shootings, Ladies' and Gents' Furnishing Goods, Hosiery, Drills, &c., Groceries, Provisions, Wines, Liquors, Farming Tools, Hardware, Tinware, Crockeryware, Woodware, Stoneware, Glassware, Paints, Oil, Glass, Putty, Patent Medicines, Drugs, Turpentine, Rump Chandlery, Country Produce, &c.,

All of which will be sold on the most reasonable terms, at wholesale or retail.

Feeling grateful to the citizens of this county and the public generally for past favors, and a liberal share of their patronage, I shall endeavor, by strict attention to my business, to merit a continuance of the same.

PHILIP MEAKER.

ADMINISTRATOR'S NOTICE.

THREE UNDERSIGNED, HAVING BEEN APPOINTED Administrators of the Estate of R. H. SCHROTER, deceased, by the Hon. Probate Court of Pierce County, W. T., hereby give notice to all persons having claims against said Estate to present the same to me, at my office, in the town of Steelacoom, properly authenticated, as required by law, within one year from the date of this notice, or they will not be allowed, and all persons indebted to said Estate are requested to make immediate payment.

WILLIAM H. WOOD, Administrator.
Steelacoom, W. T., March 22d, 1859.

LAFAYETTE BALCH.

BALCH & WEBBER,
FORWARDING AND COMMISSION MERCHANTS,

AND
Wholesale and Retail Dealers in

DRY GOODS,

GROCERIES,

PROVISIONS,

READY-MADE CLOTHING,

BOOTS, SHOES, &c., &c.

In connection with the store there is a commodious WHARF, at which vessels of any class can lay at low tide. Bore corner of Chickadee and Esquimaux streets. Steelacoom, W. T.

Puget Sound Shipping List.

STEELACOOM, W. T., APRIL 22, 1859.

Arrived.
April 17th—*Starr* Constellation, Gove, fm Olympia; U S Mail, freight and pass.
18th—*Blue Oak*, Trask, fm San Francisco; mds to Balch & Webster.
Starr Ranger, Hill, ports down the Sound.
22d—*Starr Constellation*, Gove, fm Victoria and intermediate ports; U S Mail and pass.

Sailed.
April 18th—*Starr Constellation*, Gove, ports down the Sound.
Starr Ranger, Hill, ports down the Sound.
22d—*Starr Constellation*, Gove, fm Olympia.

In Port.
April 22nd—*Ship Morning Glory*, Hobbs, lg for San Francisco; bke Ork, Trask, do do.

DELINQUENT TAX LIST

Of Pierce County for the year A. D. 1858: SHERIFF'S SALE—TERRITORY OF WASHINGTON, County of Pierce.

Notice is hereby given that I will sell by Public Auction, to the highest and best bidder, on MONDAY, the 2nd day of May next, at the Court House, in the town of Steelacoom, the following town lots, for delinquent taxes for the year 1858. Sale to commence at 11 o'clock A.M.

TO WHOM
DEBTS.

Lot No 2 in Block No 29 (in Balch's town) Allen, J. H. 16

Lot 1 in Block 37, (Balch's town) Allen, E. J. 16

Lot 1 in Block 20 and lot 4 in Block 8, (Balch's town) and lot 8 in Block 20 (Chapman's town) Barron, James \$3 51

Lot 8 and 9 in Block 30 (Balch's town) Bradley, A. J. 51

Lot 3 in Block 40 and lot 8 in Block 30 (Chapman's town) Bradford, D. 51

Lot 5 in Block 40 and lot 8 in Block 30 (Chapman's town) Crook, H. R. 41

Lot 5 in Block 40 and lot 8 in Block 30 (Chapman's town) Fowler, E. S. 41

Lot 5 in Block 40 and lot 8 in Block 30 (Chapman's town) Giesey, Christo-pher, Estate of 1 44

Lot 5 in Block 40 and lot 8 in Block 30 (Chapman's town) Hughes, E. D. 17

Lot 5 in Block 40 and lot 8 in Block 30 (Chapman's town) Larnard, C. H. 82

One-third of lot 5 in block 41 (Chapman's town) Moore, A. B. 6 58

Lot 2 in Block 37 (Balch's town) Moore, G. W. 17

Lot 2 in Block 44 (Balch's town) Moore, G. W. 17

Lot 2 in Block 44 (Chapman's town) Philip, Arthur 17

Lot 2 and 1 in Block 4 (Chapman's town) Patterson, Robert 17

Lot 3 in Block 51 (Balch's town) Stewart, John H. 8 19

Lot 1, 2, 3, 4, 5, 6, 7 and 8 in Block 32 (Chapman's town) Stewart, Fursto 8 19

Lot 6 in Block 10 and lot 2 in Block 44 (Balch's town) Tappan, W. H. 81

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PUGET SOUND HERALD.

STEILACOOM, W. T., FRIDAY, APRIL 22, 1859.

CLAIMS OF THE HUDSON BAY CO.

QUARTERMASTER GENERAL'S OFFICE,
Washington City, August 18, 1858.
SIR:—I have the honor to acknowledge the receipt of your letter of the 10th inst., in relation to the Hudson Bay Co., on the subject of a fishing house of but little value, the site of which is desirable for establishing a wharf, as a landing for the garrison, and the supplies for the post, and for their claim to which the Company demands thirty thousand dollars.

This correspondence was received from the General commanding the Department on the Pacific in February last; but it was understood that the whole matter of the claim of the Hudson Bay Company was then before Congress, and it was not thought necessary to take any action on the subject here until it should be seen how that body would act. The session having passed, and nothing having been done, there seemed to be no useful purpose to be served by troubling you with the correspondence. But I have been informed within a few days past, unofficially, that the claim of the Company is either now before, or is soon to be brought before, the Executive. I therefore consider it my duty to submit the careful examination of a claim so extravagant and extraordinary has suggested.

I infer, from the letter of Gov. Douglas, that the Hudson Bay Co. claim a fee-simple title to the lands which they occupied south of Columbia River, prior to the treaty of Washington, of the 15th of June, 1846. Now, to hold a fee-simple, the Company must have derived its title from an individual, a number of individuals, or from a government having the right to grant such a title. The third article of the treaty of Washington, before referred to, provides that "in the future appropriation of the territory south of the forty-ninth parallel of north latitude, the possessory rights of the Hudson Bay Co. and all of British subjects who may be lawfully in the occupation of land or other property lawfully acquired within the said territory shall be respected."

The possessory rights secured by this article doubtless include all property taken into the territory, whether to be used in the fishery, the chase, or in the Indian trade, or acquired there in either of those branches of business; for, whether taken in or accumulated there, all was property lawfully acquired; so of the improvements made upon the sites temporarily occupied in carrying on either branch of business. But, the whole country west of the Rocky Mountains being in the possession of Indian nations, to no part of which had the Indian title been extinguished, neither the subjects of Great Britain nor the citizens of the United States could, under the laws of either nation, or of the treaties between them, acquire any other than the temporary occupancy of the sites necessary in carrying on their business. To the land the Company, as well as all other British subjects, being mere squatters, or, at least, tenants at will, they could have no other just claim to the respective sites beyond the occupancy for a reasonable time to close their business, and a fair compensation for the improvements made, and these, not of original legal right, but under the provisions of the treaty.

That Great Britain could not rightfully grant lands in fee-simple west of the Rocky Mountains to the Hudson Bay Company, nor to any other British subjects, subsequent to the treaty of Paris of 1763, whatsoever might have been her rights previously, a reference to her own history, and to her treaties with other nations, will abundantly prove.

Cahot, in the service of Henry the Seventh, first discovered the coast of North America in the fifteenth century; and Drake, in the service of Elizabeth, visited the northwest coast of America in the sixteenth century. According to the principles recognized at that early period by all civilized nations, the prior discovery of the one coast of the continent, and the early visit to the other, justified the sovereigns of Great Britain in granting charters to their subjects extending from the Atlantic to the Pacific.

James the First granted a charter to Virginia on the 23d of March, 1609, extending from sea to sea, west and northwest, the southern boundary beginning on the Atlantic, in latitude thirty-four north, and running on that parallel to the South Sea or Pacific Ocean, the northern boundary beginning also on the Atlantic, about latitude thirty-eight, and running in a northwest direction to the Pacific, and striking that ocean about the sixtieth degree of north latitude. By the treaty of Madrid, between Great Britain and Spain, usually called the American treaty, negotiated about 1670, Spain admitted Great Britain to certain rights on the Pacific.

In November, 1763, before the close of the seven years' war, France ceded to Spain the whole of Louisiana, these nations being at war with Great Britain; and in February, 1763, in the treaty of Paris, which terminated that war, the Mississippi River was made, not only the British boundary west on this continent, but by the use of one of the strongest words in the English language, an *irrevocable* boundary, which under no circumstances could ever be changed.

By the treaty of Paris, of 1763, by which the independence of the United States was acknowledged, we obtained all south of Canada, and east of the Mississippi, which was English; and by the Louisiana treaty we obtained from France (she having previously acquired it from Spain) Louisiana in its whole extent.

To determine what we really obtained by the purchase of Louisiana, we must bear in mind, not only the treaties above referred to, but the course of the northern line of the charter of Virginia, and the point where it touched the Pacific; for Great Britain could never, after agreeing to the treaty of Paris of 1763, hold a single spot on the Pacific, south of that point, without such a breach of faith as, were it a case in chancery between individuals, her own Lord Chancellor would pronounce a case of fraud. Whatsoever her claim was worth, therefore, south of her chartered line, it had become French and Spanish, and became ours with the possession of Louisiana.

But Spain had in her own right a far better title to the country on the Pacific than either France or Great Britain, and Russia a much better title than the latter. Spain held the shores of the Pacific, by actual possession, from about latitude fifty degrees south to thirty-seven degrees north, and Russia from Behring's Straits to California, overlapping the Spanish posses.

By the Florida treaty of 1818, we obtained all that was Spanish on the Pacific, above the forty-second degree of north latitude, and by the treaty

of 1824 with Russia, all that was Russian south of fifty-four north. We had, therefore, prior to the treaty with Great Britain, of June, 1847, known as the Oregon treaty, the only valid title to the whole coast of the Pacific, from north latitude 42 deg. to 54 deg. 40 min., because we possessed the whole title of every other nation who had ever made a claim upon the coast.

Great Britain could claim nothing under the Nootka Sound treaty with Spain, for in that case, though possession was taken of part of the Pacific coast by British subjects, they had sailed on the expedition from a Portuguese port, in Portugal so vessels, and under the Portuguese flag. It is not understood that Portugal has ever made any claim under that settlement, and not having continued the settlement, she has lost her claim; if she ever had any. Spain having seized or confiscated the property of British subjects, though under the Portuguese flag, Great Britain interposed and obtained indemnity for her subjects for the past, and certain commercial privileges, with rights of temporary occupancy for the future; these commercial privileges and rights of temporary, not permanent occupancy, were all she claimed, it is understood, and all she had a right to claim prior to the treaty of 1846. Whatsoever that treaty gives her, she ought in good faith to have; it possibly secures a fee-simple title to the Puget Sound Agricultural Company, north of the Columbia, to the farms which have been actually improved, if such a Company was ever chartered or ever legally existed; but it does not give a fee-simple title south of that river to the Hudson Bay Company, nor to any other British subjects; nor can such a title be rightfully derived from any other treaty, charter, or act before recited; and I believe all that have any bearing upon the case have been recited.

I submit all the papers in this case, and respectfully ask the attention of the Secretary of War to the able communication of Captain Ingalls, Assistant Quartermaster at Fort Vancouver, to Dugald MacLachlan, Esq., Chief Factor of the Hudson Bay Company; and

I have the honor to be, sir,
Your obedient servant,
M. J. JESSE,
Quartermaster-General.

The Hon. JOHN B. FLOYD,
Secretary of War, Washington City.

THEATRICAL.—The Chapman Family visited this place again on Sunday last, and opened on Monday evening with a bill of laughable farces. On this evening they were greeted by an overflowing house; a large representation being present from the Fort, to witness the appearance ("first time on any stage," as the bills say) of two brothers in arms. The juvenile critics of the Herald state that the *debutants* acquitted themselves very creditably, and at the close three cheers were given for the "buiwicks of liberty." Performances were also given on subsequent evenings, without any apparent abatement in either attendance or interest. On the last night of their performance, we are informed by a friend who was present from the country, there was a marked difference between the conduct of the soldiers and that of the civilians in the audience; the former deporting themselves like gentlemen, and the latter like ruffians. It would seem that, just in proportion as the one improves, the other retrogrades.

One of the guests at a brilliant party in Washington city, a Mrs. P., of New York, is said to have worn gems worth fully \$100,000, and several others were decked with fortunes in this attractive shape.

The population of Baltimore is estimated at 235,000, and the number of church edifices at 150.

Study to live as you would wish to die.

DR. L. J. CZAPKAY'S

Private Medical and Surgical Institute,
Sacramento street, below Montgomery, opposite Pacific Mail
Steamship Company's office, San Francisco.

Established in 1854.
For the permanent cure of all Chronic and Private Diseases, and the suppression of Quackery.
Attendant and Resident Physician, L. J. CZAPKAY, M.D., Late in the Hungarian Revolutionary war; chief physician to the 20th Regiment of Honvéd, chief physician to the military hospital of Pesth, Hungary, the late Lecturer on Diseases of women and children, and honorary member of the Philadelphia College of Medicine.
Office hours—From 9 A.M. to 9 P.M.
Communications sent by mail, or by letter or otherwise, free of charge. Consultation by letter or otherwise, free of charge. Address DR. L. J. CZAPKAY, San Francisco, Cal.

The following letter, which emphatically speaks for itself, was written by the Dean of the Faculty of the Philadelphia College of Medicine to the editors of the *Philadelphia Medical and Surgical Journal*:
"I have the honor to acknowledge the receipt of your issue in the December number of your journal, in regard to the *unfounded degree* granted by the Philadelphia College of Medicine to Dr. L. J. CZAPKAY. When the application for the degree was made to the Faculty, it was accompanied by affidavits and testimonials to the effect that Dr. Czapkay was a regular graduate M.D. of the University of Medicine and Surgery, and that he was a permanent graduate, or, in other words, a permanent resident, of the University, and was a regular practitioner of medicine. On the strength of these the degree was granted. The student degree, as its name implies, is conferred on graduates only, and gives no new privileges. Had there been the slightest suspicion of irregularity, the application would have been rejected. By inserting this in your journal, you will do an act of justice to the College, and confer a favor on
Yours, very respectfully,
H. RAY,
Dean of the Faculty of the Philadelphia College of Medicine."

Dr. L. J. Czapkay's private Medical and Surgical Institute is on Sacramento street, below Montgomery, opposite the Pacific Mail Steamship Co. office, San Francisco. The Doctor offers free consultations, and asks no remuneration unless he effects a cure. Office hours, from 9 A.M. to 9 P.M.

CERTIFICATE.
I, the undersigned, Governor of Hungary, do testify hereby, that Dr. L. J. CZAPKAY has served, during the course of Hungarian liberty, as Chief Surgeon in the Hungarian army, with faithful perseverance, whereof I now give this certificate, and do recognize him to the sympathy, attention and protection of all those who are capable of appreciating patriotic self-sacrifice and undevoted misfortune.
KOSUTH LUDOVIC,
Governor of Hungary.
Washington City, January 6th, 1862. 63m

Livery Stable.

Balch street, near Commercial,
STEILACOOM, W. T.

By JAMES HUGHES, Proprietor.

CHOPPED FEED—Nourse & Mason's Patent Hay Cutters on hand and for sale by R. McCaw & Co.

NAILS—On hand, an assortment of Cut Nails, For sale by R. McCaw & Co.

Shipping.

BALCH & WEBBER'S

REGULAR LINE OF PACKETS
BETWEEN
Puget Sound
AND
San Francisco

Is composed of the following first class vessels:
Barque ORK, 250 Tons,
AND
Brig W. D. RICE, 238 Tons,
AND
W. H. DUGGS, Commander;

The above vessels are commanded by experienced and gentlemanly captains, well known to the trade, and will regularly between Puget Sound (W. T.) and San Francisco.

Freight will be taken at San Francisco for all points on the Sound.

Goods from any of the Atlantic States for Puget Sound will be carefully received at San Francisco and promptly forwarded.

BALCH & WEBBER,
Steilacoom, W. T.
LAFAYETTE BALCH,
Stewart st., San Francisco.

1-1f

Miscellaneous.

STEILACOOM LIVERY STABLE.

THE UNDERSIGNED, HAVING ESTABLISHED himself in the above business in this place, will devote his attention exclusively to conducting it in a proper and satisfactory manner.

Good Saddle Horses will be kept in readiness for the accommodation of the public.

Also, a fine spring buggy, for parties wishing to enjoy a pleasant ride through the country.

STABLES furnished at moderate rates.

1-1f

MILES J. WEST.

BLACKSMITH.

HAVING purchased the interest of his late partner in the Blacksmithing business, the undersigned is prepared to execute all kinds of work pertaining to his line, including the repair of wagons, trunks, and all work pertaining to his line, guaranteed.

The patronage of the public is respectfully solicited.

1-1f

THE PORT MADISON FOUNDRY

IS NOW IN SUCCESSFUL OPERATION, UNDER the superintendence of W. K. Waterman, and will execute all kinds of

Mill Machinery,
Steam Engines,
Stoves,
Hollowware,
etc., etc., etc.

Attached to the establishment is a MACHINE SHOP, where all kinds of Iron Turning and Finishing will be done on the shortest notice, and at less than San Francisco prices.

All orders promptly executed.

1-1f

NEW GOODS!

JUST RECEIVED, THIS DAY,
EX BRIG W. D. RICE, A LARGE INVOICE
OF GOODS, consisting of
DRY GOODS, (every variety)
GROCERIES,
PROVISIONS,
BOOTS AND SHOES,
CLOTHING,
WINE,
LIQUORS, &c., &c.

All of which will be sold at reduced prices.
Call and examine our stock.

BALCH & WEBBER,
Steilacoom, Nov. 19th, 1858. 37-1f

S. McCaw & Co.

Offer for Sale, at Wholesale and Retail,
A GREAT VARIETY OF DESIRABLE
Goods at low rates, such as
Pork, Bacon, Beef, Mutton, Lamb, Butter, Eggs, Flour, Sugar, Coffee, Tea, Rice, Salt, Soda, Mustard, Caps, Pickles, Canned Goods, etc., etc.

Also, a large assortment of good Liquors, 1-1f

CAUTION—All persons are hereby cautioned against purchasing or giving credit to any person in my name without an order from my hand, as I will pay no debts so contracted. 30-1f

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Miscellaneous.

HUGHES'S HOTEL,

Corner of Commercial and Balch streets,
STEILACOOM, W. T.

THE UNDERSIGNED, HAVING FITTED UP this Hotel in a comfortable manner, is prepared to accommodate transient and regular boarders with bed and board.

His table will be furnished with the best of the country affords. The sleeping apartments will be found clean and comfortable; there are several pleasant rooms in the house for families and single persons.

The bar is furnished with the best of Liquors and Cigars. The house is convenient to the steamboat landing at Balch & Webber's wharf, and travelers will be received at any hour of the night.

A good Stable is attached to the Hotel.

Terms moderate. JAMES HUGHES, Proprietor.

The Washington NURSERY.

THIS FRIENDS WOULD RESPECTFULLY INFORM their friends, patrons, and those intending purchases, that notwithstanding all the great excitement about Fraser's River, Roads, Passes and Trails, he has withstood the temptation for the purpose of supplying the wants of the people with as good a selection of

Fruit Trees,
and the LARGEST TREES, ever offered to the public on the Pacific coast, 1 say the BEST TREES—no gas about that—Forty Thousand trees, from one to three years growth from the graft. For particulars see catalogues.

So now have your Orchard grounds ready; if you have not, you had better begin, for I intend to open the sale of Trees on the first day of November.

Catalogue can be had by applying to the undersigned, by letter, (post paid) or at any of the stores in Steilacoom.

N.B.—Nursery six miles east of Steilacoom.

HUGH PATTON,
Washington Plains, W. T.

26-1m

MEDICAL NOTICE.

MATTHEW P. BURNS,
PHYSICIAN, SURGEON AND OCULIST,
Office next door to Pacific House, Main street,
Olympia.

DR. M. P. BURNS RETURNS THANKS to the citizens of Washington Territory and Vancouver's Island for the liberal patronage which he has received during the past five years. Dr. Burns offers his services to all who are afflicted with chronic diseases of the Throat and Bladder, and for that formidable disease, stricture of the Urethra, and chronic diseases of the Eye and Ear. He can be consulted gratis every Friday in his office: office hours from 8 to 10 P.M. Persons consulting him from a distance will be faithfully attended to. Charges moderate.

Drugs and Patent Medicines Wholesale and Retail.

There's Compound Extract of Copaliba and Serapilla, for the cure of Gleet, Gonorrhea, Stricture and Syphilis. Riley's Compound Extract of Buchu, for diseases of the Urinary organs, such as Stricture, Gleet, Gout, Jaundice, Inflammation of the Kidneys, &c.

Dr. M. P. Burns's solid Extract of Copaliba, Gout and Serapilla, which needs no recommendation, as it is favorably known in Washington Territory for the last six years, and is warranted to cure the worst cases in two to five days.

Dr. Burns's old standing medicine, the bones and ulceration of the throat, caused by injuries of the blood, a sure and certain remedy, and the best known to the Faculty of Medicine in Europe and the United States.

Letters addressed P. M. O'BRIEN, M.D., Port Townsend, will be promptly acknowledged. 17-1f

TOWN LOTS!

BILL'S ADDITION TO STEILACOOM.

GOOD CHANCE FOR INVESTMENT!

THE SUBSCRIBER, HAVING LAID OUT his land claim, adjoining Capt. Balch's claim, into Town Lots of one acre each, is now prepared to sell Lots to suit parties desiring either to locate and improve or seeking investment. This claim for advertisement is not excelled by any on Puget Sound. The site has been laid out with a view to beauty and convenience: the streets being four rods wide, and the whole well watered by springs. Sites for three churches have already been donated and set apart. The prices of Lots range from \$50 to \$150 each, according to locality.

The proprietor contemplates the building of a wharf from the claim during the coming summer, which cannot fail to greatly enhance the value of the entire property.

Parties wishing to purchase can do so by applying to FRANK CLARK, Esq., of Steilacoom, who, by power of attorney, is authorized to sell and convey.

50-1f

NEW FIRM.

RABBESON & BARNES.

THE NEW FIRM WILL SUPPLY ALL DEMANDS for their line on as good terms as such articles can be obtained in this section of country. They offer for sale Stoves of different patterns—Cooking, Parlor, Tin Plate and Box Stoves.

Boiling, Steaming, and all kinds of Tin, Sheet Iron, and Copper work done at the shortest notice.

Steilacoom, Dec. 14th. 39-1f

STEILACOOM DRUG STORE

A large assortment of Drugs and Chemicals constantly on hand, in the Puget Sound Herald building.

THE CELEBRATED HORSE

Will stand the ensuing season at the following places, to wit: Commencing April 1st, ending July 30th, at Ryan's Mills, near Steilacoom, Pierce county, W. T., and Falls of Des Chute, 2 1/2 miles from Olympia, Thurston county, W. T.

TERMS:
Single Leap.....\$10
The Season.....15
Insurance (no advance).....20

PEDIGREE:
GEORGE was sired by a Printer horse owned by Mr. Savage, of Salem, O. T. His dam was a full-blooded Bays, owned by Mr. Munroe, of the Falls of Steilacoom, O. T. He is a beautiful dapple gray, 16 1/2 hands high, and a perfect model of a fine horse.

George is owned by D. H. Byrd, who has two large pastures where naves that may be sent from a distance can be pastured in safety during the season, at a trifling cost. I will not be responsible for accidents.

D. H. BYRD.

For Sale,

MILK COWS AND HEIFERS.

THE UNDERSIGNED HAS ON HAND FOR SALE, Heifers, Apply at his Farm, near Gravel Lake, 1 1/2 miles from Fort Steilacoom.

Agriculture.

Rearing Calves.

My method is this: Take them from the cow at two days old, and learn them to drink milk. When they have learned well, mix a little warmed skimmed milk with the new, adding more and more until they will drink all skimmed, and that without warming. Then I add a little sour milk, and gradually increase the quantity until they will take all sour. This they will generally do by the time they are two or three weeks old.

I have temporary stalls in the calf pasture, and a separate dish for each calf; so the hog-like glutton cannot rob his more considerate and sensible neighbor. A little trouble, with gentle treatment, will learn each calf to know his stall as well as the "ox." There is another advantage in tying them up; it makes them familiar with confinement in the best possible manner. I think the stalls a decided improvement upon the long trough and club system, to admonish the more greedy that they have "had their share."

Many calves are over fed for the few first weeks, much to their detriment, in my opinion. I think one-third or one-half of the milk of an ordinary cow is ample feed for the first four weeks. The quantity should then be increased, until they take the whole of one cow's milk; and if you add more in the latter part of the summer, all the better. A calf fed with sour milk until fall, will show a decided improvement over the half-fed "runts" that were "weaned" at six weeks or two months old; and with equal good keep through the winter, the well fed one will buy a baker's dozen of the lean ones, even if you succeed in getting them through the winter.

I consider uniformity in the quantity given and punctuality in the time of feeding, of great importance in the successful rearing of calves.

I have tried letting a calf "run with a cow," but that is poor policy, I think; for if you do not keep up high feed through the winter, you have a miserable-looking animal in the spring; and if you do, you have an overgrown beast of but little practical utility.

I have been awarded the first premium on native heifer calves twice, by the Jefferson County Agricultural Society, that were fed entirely on sour milk; and one year there was a very large competition. If any one can raise a better calf than I can, with less expense, let him tell how he does it.—*Genesee Farmer.*

Raising Watermelons.

I have been a subscriber to the *Genesee Farmer* since the commencement of Volume III, and have gained many valuable hints therefrom. I saw an article in Vol. VI, relative to raising watermelons successfully, which I have followed, and it has paid me for the *Farmer* ever since, in having plenty of good melons to enjoy.

I dug a trench about two and a half feet deep and about the same in width, filled it with horse-manure in a heated state, stamped it down hard, and then put back the earth, mixing well therewith a few loads of sandy loam, and planted my seed. I had some boxes made of boards, six or eight inches high, covered with millinet, muslin, or other thin, open cloth, to keep off the strid bugs, which are so destructive to melons.

I succeed beyond my expectation, and have used the same ridge for years. In the spring, I dig out the earth and rotten manure, fill the same trench as before, throwing back the same earth and rotten manure thoroughly mingled; and if it needs more sand, add a load or so, mixed with the earth. The ridge will grow better every year. How well and water properly, and a good crop may be expected.—*Genesee Farmer.*

Early Vegetables.

Many persons wishing early vegetables, sow the seed in cracks or boxes, and start their plants quite early; but their early growing is nearly lost in transplanting. Let them try the following method:

Take a flat box, and fill in an inch or two of earth; then take flat or English turnips, scrape out the inside of as many as you wish filled of tomatoes, cucumbers, cabbage, or lettuce, place them in your box, fill in and around with rich earth, and sow a few seeds in each. Keep in a warm room, and water occasionally. When you plant them, cut off the bottom of the turnip, being careful not to disturb the roots, and your vegetables will be from one to two weeks earlier than those raised in a hot-house and transplanted in the common way. Let three or four cucumber or lettuce plants grow in a hill, and but one tomato or cabbage plant. After they are set and growing well, nip off the poorest of the tomatoes and cabbages, for pulling them up you disturb the roots of the one you wish to grow.—*Genesee Farmer.*

Necessity of Manures.

While soils remain covered by unbroken forests, they not only retain their fertility, but actually grow richer and richer from year to year, notwithstanding the vast amount of nutritive matter annually absorbed by the roots of the growing trees. Everything thus taken from them is ultimately returned with interest. The leaves and broken twigs, and eventually the branches, trunk and roots, in their decay, give back not only what they receive from the soil, but much in addition that they elaborated from the atmosphere. We receive from the hands of nature no worn-out lands; but her system of tillage is very different from ours. The productive power of soils subjected to cultivation is gradually exhausted by the process. Some of the alluvial lands of Virginia produced large annual crops of corn and tobacco for the elements of fertility abstracted.

ed; but these lands are now nearly valueless. The secondary "bottoms" of the Schota and Miami may not attain an apparently undiminished fertility for a still longer period, but they must ultimately fail, and unless a system of cultivation radically different from that now pursued be adopted, become like the worn-out lands of some of the older portions of the country. Reliable statistical tables prove beyond a doubt that, notwithstanding our improved farm implements, and superior methods of cultivation, the average yield, per acre, of the cultivated lands of the State of New York, has decreased considerably since 1844, when the records on which these tables are founded were commenced. In corn the decrease is nearly four bushels per acre; in wheat nearly two bushels; and in potatoes, partly owing to the rot, no doubt, twenty-two and a half bushels. The falling off would have been still greater had not deeper tillage and better husbandry furnished a partial offset to the decreased fertility of the soil.

These are instructive facts, and should cause the farmer to pause and reflect.

The fruitfulness of a soil is decreased or increased according to inexorable laws. With each crop that is taken from a plot of ground, a greater or less amount of the elements of fertility—nitrogen, potash, lime, soda, magnesia, chlorine, etc.—is necessarily removed. Another portion is lost in the process of cultivation, independently of what is taken up by the plants. Continue this process year after year, and what must be the result? Ultimate barrenness, of course. There is no remedy but to supply in the form of manures what is thus taken away. The farmer must feed the land which feeds him and so many others, or in the end all must starve together. In the older portions of our country, at least, the time has come when the importance of manuring should be more fully appreciated.

Problem for the Boys.

If a cow has a heifer calf when she is two years old, and one each year till she is twenty, and each calf when two years old has a heifer calf and one thereafter till the time the first cow is twenty, and the progeny of all the calves multiply in the same way, how many cows over two years old and how many calves under two will there be when the first cow completes her twentieth year?

WASHINGTON HOTEL,
Corner of Main and Second streets,
OLYMPIA, W. T.
SILAS GALLHER, Proprietor.

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