

AUTOGRAPHS AND DOCUMENTS

NAME McTavish, M' Gillivray & Co

DESCRIPTION Dissolution of partnership

DATE 1822

SOURCE _____

DATE RECEIVED _____ ACC. NO. _____

CLASSIFICATION CH 146 . S16

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The following are to be considered and taken as additional articles to the copartnership agreement of the House or Firm of Mc Jarvis Mc Gillivray and Company of Montreal in the Province of Lower Canada which said agreement was entered into and bears date at Montreal aforesaid on the first day of November of the year one thousand eight hundred & fifteen.

Whereas by the said copartnership agreement the Honorable William Mc Gillivray of Montreal aforesaid, merchant, Simon Mc Gillivray of London, Merchant, Archibald Norman McLeod, Thomas Thain, John Mc Jarvis, and Henry Mc Kenzie, all of Montreal aforesaid merchants did enter into copartnership to carry on trade as Merchants and as Agents of the North West Company, under the stipulations and conditions stated in the said agreement and hereby specially referred to.

And whereas by an Indenture bearing date the twenty sixth day of March (last of the year one thousand eight hundred and twenty one), and made between the Governor and Company of Adventurers of England trading into Hudson's Bay of the first part, and the said William Mc Gillivray, the said Simon Mc Gillivray and Edward Ollice of Spring Gardens in the County of Middlesex Esquire of the second part, it was amongst other things agreed and provided that the Trade heretofore carried on by the said Governor & Company and North West Company respectively should for the space of twenty one years commencing with the outfit of the year one thousand eight hundred and twenty one — subject to the terms in the said indenture contained — to be carried on by and in the name of the said Governor and Company and their successors exclusively; and that the capital stock of the concern should be formed in manner therein mentioned and brought in by the said Governor & Company and the said William Mc Gillivray, Simon Mc Gillivray and Edward Ollice, the parties thereto of the second part in equal shares, and that Inventories should be made in manner therein specified and mentioned for the purpose of ascertaining the

capital brought in by the said Governor & Company
and the said parties thereto of the second part, and
in case of difference in such capital by whom such
difference should be paid and borne.

And whereas by an agreement
bearing date on the sixth day of April of the year one
thousand eight hundred and twenty one and made
between the said William Mc Gillivray of the
first part, the said Simon Mc Gillivray and Edward
Ellie of the second part and certain other persons
being respectively members of or interested in the
said North West Co^y of the third part, it was
amongst other things provided that certain shares
of the profits to be derived from the trade so to be
carried on by the said Governor & Company upon
the outfit of the several years one thousand eight
hundred and twenty ^{one and} one thousand eight hundred
and twenty two should be paid or satisfied unto the
persons for the time being constituting or representing
the said firm of the said Simon Mc Gillivray & Company
and also that a certain compensation should be made
to certain retired partners of the said North West Company
for the clear ~~any~~ gains and profits (if any) to which
they would have been entitled from the outfit of the
said North West Company for the said two last men-
tioned years if the same had been made and that
such compensation should be a charge upon the
amount of the said Inventories, and after allowing
for payment of such compensation the residue of
such inventories should be then carried to the credit
and account of the several parties entitled thereto
in proportion to their several and respective interests
therein in the manner heretofore used in the settlement
of the accounts of the said North West Company.

And whereas in consequence of the
said arrangements the said North West Company
has ceased to exist as a separate body, and the
agency thereof has ceased except in so far as regards
to winding up, settling and closing the accounts
and transactions of the same. And whereas
the business carried on by the said Partnership of
the said Simon Mc Gillivray & Company has all
along been connected with and principally depended
on the said Agency of the said North West
Company, and the settlement of their books and
accounts necessarily depends upon the previous result
of the accounts of the said North West Company.

And whereas for the last few years
the said Thomas Thain has been the partner

employed in keeping the books and accounts both of
the said Nath West Company and of the said firm
of Mr Jarvis McMillenray and Company. And
whereas the term of the said copartnership of
Mr Jarvis McMillenray and Company will expire
on the thirtieth day of the present month of November
and it has become necessary to wind up and close
the business and transactions thereof, and the said
Archibald Norman McLeod and John Mc Jarvis
having retired from the said firm or copartnership,
the remaining partners thereof, namely, the said
William Mc Millenray, Simon Mc Millenray,
Thomas Thain and Henry Mc Kenzie being desirous
as speedily as possible to settle and adjust their
respective shares and interests in the accounts,
stock, debts, credits and effects of the said copartner-
ship, but having a perfect knowledge that the
inventories and outfits heretofore mentioned
cannot be finally settled and adjusted before the
year one thousand eight hundred and twenty five
and consequently that the books and accounts of
the said copartnership depending upon the result
of such inventories and outfits cannot be sooner
settled, they the said last named remaining partners
of the said firm and parties hereto have consented
agreed and resolved, and do hereby solemnly and
agree each to and with the others as follows, that is
to say,

- First Notice duly signed shall by public advertisement
be given of the termination and dissolution of the
said copartnership on the thirtieth day of this
present month of November - and it shall also be
notified that the said Thomas Thain is duly
authorized to settle, collect, realize and wind up
all the outstanding engagements, debts, credits and
effects whatsover of or belonging to the said partner-
ship.
- Second The said Thomas Thain shall retain and hold
the sole and exclusive possession care and custody
of all books, accounts, vouchers, papers & documents
whatsover of or belonging to the said partners hip
until the thirtieth day of November of the said
year one thousand eight hundred and twenty five
in trust for the respective parties concerned or
interested in the same.
- Third The said Thomas Thain shall make up ^{and} or
before the said last mentioned date shall exhibit
just true and accurate accounts of all the business

and transactions of the said copartnership, and of all charges, profits, losses, or other contingencies in any manner whatsoever affecting the same, but without prejudice to the right of any other of the said parties hereto to impeach or object to any such part of such accounts as to them or either of them may appear unjust or objectionable.

Fourth. In the event of any such objections or Fourth exceptions being made to the said accounts, the party making such objections or exceptions, and the party resisting them shall each name and appoint a disinterested and respectable merchant as an arbitrator and these two shall nominate and appoint a third who shall also be a respectable and disinterested merchant. And these three Arbitrators shall in such manner as they may deem requisite examine and investigate such accounts and such objections or exceptions as aforesaid, and in their opinion and in every point or particular regarding the same, the award of the said Arbitrators or any two of them shall be conclusive, and shall be acquiesced in and submitted to by them, and each and every of them the said undersigned parties hereto.

In witness whereof the said parties have hereunto respectively set their hands and seals at Montreal aforesaid this twenty ninth day of November one thousand eight hundred and twenty two.

Signed sealed & delivered in the presence of (two witnesses)	}	sd/ William McGillivray	}	(L.S.)
		by his Attorney Simon McGillivray		
		sd/ Simon McGillivray		(L.S.)
		sd/ Thomas Thain		(L.S.)
		sd/ H. McKeachie		(L.S.)

Additional Articles to the
Partnership Agreement
of M^r. Tavis & McGillivray & Co.
Montreal 29th Nov^r 1823.

being the Dissolution of the
said Partnership.