

L H Mason 368  
Territory

West agreement in 1804

No 6  
LH

Mr. M. Kenzie, 1812,

Mr. M. Kenzie

Kenzie

CH 169. S151

*Memorandum Book*

*Wm. J. ...*

J R Masser  
Terrebonne

This Agreement made and executed  
at Montreal in the District of Montreal in the  
Province of Lower Canada this Fifth Day of November  
in the year of our Lord one thousand eight Hundred  
and four by and between John Gregory William  
MacGillivray Duncan MacGillivray William Hall-  
well and Roderic MacKenzie being the Partners  
now composing the House of MacTavish Frobisher and  
Company of Montreal aforesaid, the said Duncan  
MacGillivray being in this behalf, represented by the  
said William MacGillivray his Attorney; and by  
Angus Shaw, Daniel MacKenzie, William McKay,  
John MacDonald Donald MacTavish, John Mac-  
Donell, Archibald Normand MacLeod, Alex-  
ander MacDougall, Charles Chabailles, John  
Seyler, Peter Grant, Alexander Fraser, Enras  
Cameron, John Finlay, Duncan Cameron, James  
Hughes, Alexander Mackay, Hugh MacGillis Alex-  
ander Henry, John MacGillivray, James MacKenzie,  
Simon Fraser, John Duncan Campbell, David  
Thompson, and John Thomson, by the said  
John Gregory and William MacGillivray their  
Agents and Attornies duly authorized, The said  
Persons herein before named being the Partners  
now composing the Company or Concern trading  
to the North West or Indian Country and dis-  
tinguished by the name of the Old North West  
Company, of the one Part, and <sup>the</sup> Alexander Mac-  
Kenzie, Thomas Forsyth, John Richardson and  
John Forsyth the last three trading in Montreal  
aforesaid

2  
 aforesaid under the Firm of Forsyth Richardson and Com-  
 pany, the said John Richardson and John Forsyth for  
 themselves in their own Persons, and the said Thomas  
 Forsyth being represented by them the said Richardson  
 and John Forsyth, his Attornies, Alexander Ellice, John  
 Inglis and James Forsyth of London Merchants, trad-  
 ing under the Firm of Phyn Inglis and Company  
 by the said John Richardson and John Forsyth  
 their Attornies, John Ogilvie of Montreal aforesaid  
 Merchant John Munn of Quebec Merchant by  
 the said John Ogilvie his attorney Pierre Roche-  
 blave Alexander Mackenzie, John McDonald  
 James Leith, and John Wills, the last five being  
 wintering Partners and represented by Sir Alex-  
 ander Mackenzie their Attorney John Haldane  
 another wintering Partner represented by the  
 said John Richardson and John Forsyth  
 his attorney and the said Thomas Forsyth  
 (represented as aforesaid) John Richardson  
 and John Forsyth, as Trustees and assigners of  
 the Estate of the Late Firm of Leith Jamison  
 and Company, and Thomas Thain of Mon-  
 treal aforesaid, all of whom are Partners  
 in the Company at Present Trading to  
 the said North west or Indian Country dis-  
 tinguished by the name of the New North  
 west Company of the other Part. Wit-  
 nesses, That the said Parties, to these Pres-  
 ents, now and heretofore trading to the said  
 North west Country in opposition to each other  
 being desirous to put an end to the said Op-  
 position & to avoid the waste of Property  
 attending thereon and to carry on the said  
 Trade in a more advantageous manner do  
 for

3

for this purpose consent and agree to coalisce & join their respective Interests and to make the following stipulations and arrangements in that behalf.

Article 1. That the said Parties to these Presents shall and hereby do coalisce and Join their said respective Interests in the trade and commerce aforesaid, which joint Interest and concern shall commence with the Cutfit of the year One Thousand eight hundred and Five and shall continue to be carried on during the period limited by the articles of Agreement of the said Old Company bearing Date the fifth day of July one Thousand eight Hundred and two, that is to say, for eighteen years yet to come, That the present Coalition and joint concern shall be carried on under the name or Firm of the North west Company, and shall include as well the trade commonly carried on in and to the said north West ~~Company~~ Country by both the said Companies, as the trade carried on at all the other Ports or places now occupied by the said Old Company.

Art. 2. That the said Old Company shall hold and possess three fourths of the said joint concern, and the said New company shall hold and possess one fourth thereof and when the number of Shares of the said joint concern shall be increased to one hundred, the said Old Company shall hold seventy five of such Shares and the said new company twenty five, in all profits and Losses that shall occur in the

2716

The said joint Trade and concern. - That the said Old and New Company shall each divide their respective shares and proportions aforesaid in the said joint concern, unto and amongst their individual Members in such a manner as they shall see fit; It is however hereby understood and agreed, that the said new Company or their representatives, shall and do transfer and secure, to each of their six Wintering Partners in the Interior Country One Hundredth Share of the whole of the said joint Concern, and shall allow and Pay to the said Wintering Partners and their successors the same advantages and emoluments, as shall be attend and Paid by the said joint Concern to such Wintering Partners of the said Old Company as do now hold one ninety second share therein, and which ninety second share will by the present Agreement become one hundredth share in the said joint Concern. -

Art. 3. That the Partners of the said New Company & their Representatives shall hold and possess their said one fourth part or twenty five shares in the said joint Concern for and during the Continuation of the Present agreement and no such part or share as may become Vacant by the Death of any of the Partners in the said new company or otherwise shall revert or belong to the said joint Concern, but the same shall be preserved and retained by the said new Company or such persons as shall become Partners in their Concern under such Conditions

5

Conditions and arrangements, respecting Purchases transfers and Division of Shares of Shares amongst themselves as they shall see fit; upon condition however of being bound to fulfill and Observe Every Engagements & stipulation which the Present Partners of the said New Company have become and now are bound and liable to fulfill and Observe by these Presents, agreeable to the forms and Rules established in this behalf by the said articles of agreement of the said Old North West Company bearing date the fifth day of July one thousand eight Hundred and two (except in so far as the same are altered or modified by this agreement) and to all such other Rules and Regulations as shall be made by the said Joint Concern It is however understood and agreed by and between the said parties to these Presents that in case of a Vacancy by Death or otherwise in any of the said Six Shares hereby reserved by the said New Company for their said six Wintering Partners such Vacant Shares shall revert and belong to the said Joint Concern and be by them disposed of and filled up as they shall see fit, and it is further understood and agreed by and between the said parties that the Share and Interest which the late Firm of Leith Jamison and Company held in the said New Company shall at the expiration of the first Outfit of the said Joint Concern be transferred to such of the Partners of the said New Company as shall agree to purchase the same —

Art 4

That the said New Company shall be entitled to and have and receive one fourth Part or share of all the Commissions and advantages that shall or may or arise from the said Joint Concern, first deducting from the Amount of the whole the Actual Expences of the General Establishment for transacting the Business of the said Joint Concern.

Art 5

That it being the Intention of the said New Company at the expiration of their agreement bearing date the twentieth day of October of the year One thousand seven hundred and ninety eight to put their said Six Wintering Partners upon the same footing in every respect as Wintering Partners of the said Old Company who now holds one Ninety second Share and which will become one hundredth share of the said Joint Concern when the number of the Shares thereof will be increased to one hundred as aforesaid it is therefore stipulated and agreed that when the present Agreement shall next Summer at the Grande Portage or other place of Depot on Lake Superior be notified to the said Wintering Partners, they shall be bound to declare their exception thereof or their Intention of retiring thereupon at the Expiration of the aforesaid agreement of the twentieth day of October one thousand seven hundred and ninety eight; and in Case the said Six Wintering Partners, or any of them shall decline to accept and acquiesce in the Present Agreement it is further stipulated and agreed



agreed that the said New Company shall have a right to fill up the Vacancies that may happen by such refusal or retirement of all or any of the said six Wintering Partners by such or any of their deserv'g Clerks as they shall see fit. It is however understood and agreed that after the said Vacancies shall have been filled up by the said New Company the said Old Company shall have the right to appoint to, and fill up the three next Vacancies that shall happen in the Shares of the Wintering Partners of the said Joint Concern, the said Old Company having promised the same; which said Vacant Shares being filled up as aforesaid, all other Vacancies which shall or may happen in the Wintering Shares of the said Joint Concern shall be regulated and filled up according to length of Service and Merit without Distinction or Partiality resulting from the Person or Persons to be appointed having been a Clerk or Clerks either to the said Old or New Company. And it is further understood and agreed that in case of any of the said six Wintering Partners shall refuse to accept any Share under the present agreement as aforesaid, he shall not in that Case be exonerated or discharged from his debts or engagements by him entered into, or to which he may be liable as a Partner of the said New Company, but under the Express Condition of binding himself not to interpose directly or indirectly in the trade carried on or to be carried on by the said Joint Concern ~~to~~ within the limits herein after described under the

2718

The same Restrictions and Penalties as retiring Partners of the said Old Company are liable to unless their aforesaid Articles of Agreement of the fifth day of July one thousand eight hundred and two -

Art. 6

That although the said New Company are by the present agreement limited to one fourth Part of the said Joint Trade to be Carried on from Canada into the Interior Country yet should Circumstances arise in the Course of events that should enable the said Joint Company to obtain a Participation in the General Trade and Rights of the Hudson Bay Company or the whole thereof by purchase then and in that case it is hereby covenanted and agreed that the Members who shall their represent the said new Company shall not be hereby precluded from negotiating with the their Representatives of the said Old Company for a more extensive Participation in the said Joint Concern which thereby shall or may be formed or extended and for such Quantum hereof as shall be agreed upon; But it is understood that any permission which may be obtained from the said Hudson Bay Company for a partial transit of Merchandise or returns through their Territories shall not be considered as forming a Ground for the Negotiation of such increased Participation, and it is also understood that the said new Company shall sustain no part of the Expenses which have been

9  
been occasioned by the late adventure made by the  
said Old Company to the Hudson Bay Territory  
by Sea; But in case a permission shall have  
been obtained by the Negotiation which the  
said Duncan Macgillivray has been instruc-  
ted to carry on with the Hudson Bay Com-  
pany for such a transit, then the Expenses  
of the said adventure shall be fairly stated  
and a fourth part thereof be supported by  
the said New Company, who shall also  
sustain and pay a proportion of the consi-  
deration which may have been agreed to  
be given for such Permission of transit  
and shall also be bound to fulfill the Con-  
ditions of such agreement as may have  
been made by the said Duncan Macgil-  
livray in that behalf. That the said new  
Company shall not in any case be lia-  
ble to the Expenses or Consequences of any  
Law-suit which the said Hudson Bay  
Company may institute by reason of the  
trespass the may conceive to have been  
committed upon their Territory or Rights  
by the said Old Company, nor shall the  
said New Company be bound to take Part in  
any future adventure by sea to the Hud-  
son's Bay unless the Permission of that  
Company shall be first had and obtained.

Art 7

That one fourth part of all the Goods  
Wares and Merchandise required for the Purpos-  
es of the said joint Trade shall be imported by  
the Agents of the said New Company from  
their Correspondencies in London and on undivid

2719

-D fourth Part of the Returns or exports of the  
 said Joint Trade shall be consigned to the  
 Correspondents of the said New Company by  
 their said agents, and in no Case shall there  
 be a division of the said Returns or exports  
 between the said Old and New Companies  
 previous to the Sale thereof. That the  
 whole of the Imports and exports relative  
 to the said Joint Trade shall always be  
 on the account and Risk thereof, al-  
 though imported from a consigned to  
 distinct or different Houses; and the said  
 Correspondents shall also effect the In-  
 surance upon the Goods Wares and Mer-  
 chandises furnished by them and upon  
 the Consignments made to them as afore-  
 said. - That at the Request of the Joint  
 Agents of the said Old and New Compa-  
 nies each of them shall furnish a due  
 proportion of Capital and Cash advances  
 necessary for providing Supplies and  
 Carrying on the said Joint Trade,  
 which Cash advances on the Part of the  
 said Old Company shall be furnished  
 and paid for by the House of MacTavish  
 Frobisher and Company and on the  
 Part of the said New Company shall  
 be furnished and paid by the House  
 of Forsyth Richardson and Company  
 That the proceeds of the Returns of the  
 said Joint Trade when realised shall  
 be accounted for and divided, or remitted &  
 paid in the proportions above mentioned as  
 the Case may require. -

Art. 8

That the aforesaid articles of agreement of the said Old Company bearing date the fifth day of July one thousand eight hundred and two (a copy of which is hereunto annexed) shall be binding on each and every of the Partners of the said New Company and their Successors and all others to be admitted Partners in the said joint Concern in the same manner as if the said Articles were inserted at length and formed Part of the Present Agreement except in so far as they are altered or Modified in and by this Present Agreement. —

Art. 9

That the said New Company shall appoint and furnish two Agents, being Partners of the said New Company and of the said joint Concern to represent them and to be employed in such branch or branches of the Exclusive Department of the said joint Concern at Montreal as shall be found expedient and necessary, one of which said Agents shall go annually to the place of Depot on Lake Superior, wherever the same shall be fixed, to participate with the agents of the Old Company in the joint management of the Outfit, and other Business and arrangements of the said joint Concern, and which Agent of the said New Company shall be considered the attorney of the Partners of the said New Company Wintering Partners thereof excepted unless when such Agents act by special Power from any of the said Wintering Partners

Partners then absent) and their vote for  
 the said Partners accordingly. That  
 such of the said Wintering Partners of  
 the said New Company as may be pre-  
 sent at the meetings of the said joint  
 Concern at the said place of Depot, shall  
 personally vote, and such Partner may  
 be absent may appoint as his attorney  
 any other Partner of the said joint  
 Concern as he shall ~~be~~ <sup>think</sup> fit, and the  
 Wintering Partners of the said Old Com-  
 pany may do the like. That the said  
 agents of the said New Company shall  
 act the one for the other as circumstances  
 may require, and when both of them are  
 at Montreal one of them shall be consi-  
 dered as the acting agent in the De-  
 partment allotted to him and the other  
 shall give assistance in that Depart-  
 ment when the same shall be re-  
 quired; and it is understood that such  
 other agents when at Montreal after  
 the accounts of each year from the  
 upper Country are settled shall take  
 all necessary information and do  
 every thing that may be requisite  
 or useful in and about the Busi-  
 ness to be done at the Depot afore-  
 said the ensuing season.

Art 10

The said New Company hereby nomi-  
 nate and appoint as their said agents  
 the said John Ogilvie and Thomas  
 Thain who shall continue and re-  
 main

remain as such and during the space of five years from the day of the date hereof and it is understood and agreed that exclusive of the agent of the said New Company who shall go to the place of Depot on Lake Superior for the Business of the said Joint Concern. The said New Company shall and may the next ensuing season if they see fit send up any other of their Partners to settle the business of the said New Company - And to Consolidate the Joint Concern by delivering and receiving the Property of the said two Companies, which being effected the duties of such other Partner shall cease.

Art. 11.

In the event of a vacancy in one or other of the Agencies of the said New Company during the said Five years by Death or the retiring of the said Agents or either of them from the said Joint Concern or in case at the expiration of the said five years the said two Agents or either of them shall decline to continue as Agents or Agent as aforesaid of the said New Company, the Partners of the said New Company shall and may in such cases and in every other vacancy that may afterwards happen in the said agencies nominate and appoint any other fit and proper person or Persons as agent or agents as aforesaid being Partners of the said Joint Concern.

Art 12.

That all Goods at Montreal shall be taken at Costs and Charges and the Goods in the Inventories and Indian Credits at the different Posts in the Interior Country belonging to each of the said Old & New Companies (those remaining at Hudson's Bay included) shall be received and taken by the said Joint Concern at the evaluation made according to the Tarif of advance of the said Old Company now in all and the debts due by Winters of the said Old & New Companies shall be assumed by the said Joint Concern according to the mode of evaluating the same by the said Old Company. That the Forts and buildings the Vessels on the Lakes Superior Huron and Erie, Comprehending three eighths of the Schooner Nancy, shall be taken by the said Joint Concern upon a fair principle of evaluation to be agreed upon; and all contracts and agreements made and entered into by either of the said Old or New Companies shall be assumed and fulfilled by the said Joint Company according to the true spirit and import of every such Contract & Agreement.

Art. 13.

That the Business of forwarding the Goods, wares and Merchandises of the said Joint Concern at Kingston and Niagara shall be conducted and carried on



13

on by the Correspondents of the said Old and New Company jointly without any Division being made of the said Goods Wares and Merchandises and the said Correspondents shall participate in the profits and advantages arising from the said forwarding Business in the proportion of the Interests of the said Old and New Company in the said Joint Concern - That at Sandwich Angus McIntosh the present agent of the said Old Company shall be continued as the agent of the said Joint Concern but the Correspondence of the New Company shall supply the proportion of Provisions required for the said Joint Concern upon the same Terms and Conditions and of like qualities as those supplied by the said Angus McIntosh while agent as aforesaid -

Art. 14. That the Tobacco to be imported from the united States for the said Joint Concern shall be ordered proportionably from the respective Correspondents of the said Old & New Company. -

Art. 15. That the mode of settling and determining all Questions touching and regarding the said Joint Concern at the Meetings thereof to be held at the place of Depot on Lake Superior shall be according to the Rules and Regulations established by the aforesaid Agreement of the said Old Company Reference being

being had to the increased number of Shares into which the said Joint Concern will by the present Agreement become divided; And every Power which shall be given for the Commencing and conducting of Suits or for other purposes at Montreal shall include the Names of the agents of the said New Company.

Art. 16. That all the venturing Partners of the said Old & new Company or those who may become Partners of the Present Joint Concern shall have an equal Right and Privilege of coming down to Montreal in Rotation according to a rule to be agreed upon —

Art. 17. That no Trade or Business shall be undertaken or carried on by the said Joint Concern but what is properly understood to be the Fur Trade or necessarily depending thereon without the express consent and acquiescence of the Representatives or Agents of the said New Company except the Fisheries carried on at the different Posts below Quebec, now leased by the said Old Company —

Art. 18. That each of the said Partners to these Presents shall as soon as conveniently may be make up an account of their advances for the said Joint Trade for the year one thousand eight hundred and five, and of which regular entries shall be made accordingly

Art. 19.

That the Inventories of the Goods and Debts at the Respective Posts of the said Old and New Companies in the Interior Country shall be received and taken in the State they are produced at the said place of General Depot the next Summer those at the other Depots Lake Superior includ-  
 ed and on the Communication shall be consid-  
 ered as definitive but all the other shall be verified in the Interior Country when taken in the fall of the year one thousand eight Hundred and five; and the respective parties to these presents shall not be bound to each other for the amount of such such Inventories until the thirtieth Day of Novem-  
 ber one thousand eight Hundred and six.

Art. 20.

Should the Partners of the said House of MacTavish Frobisher and Com-  
 -pany see fit to change that firm for any other, it is hereby understood and agreed that such change shall not be considered as a breach of the present agreement nor as altering in substance any of the Articles thereof but that such Firm as may be adopted by the said House shall be considered as merely substituted in the place and stead of the said Firm of MacTavish Frobisher and Com-  
 -pany and in all transactions relative to the Present Agreement, the Firm so adopted shall be bona fide taken and considered as the same Firm as that of the said MacTavish Frobisher and Company and any Firm that the Partners of the said

New

2723

New Company or their Representatives may see fit to assume amongst themselves for better equising their Interests in the said Joint Concern shall in like manner be considered no branch of the present Agreement and shall not invalidate any of the Rights of the said New Company as herein understood.

Art. 21.

AND it is hereby understood and agreed that none of the Parties to these Presents nor any Person or Persons who may hereafter become a Partner or Partners of the said Joint Concern shall directly or indirectly carry on or be concerned in any separate trade at any of the Posts or Places now occupied or that may be hereafter occupied and traded to by the said Concern, nor sell or supply Goods and furnish aid and support <sup>to</sup> any Person or Persons trading to the same Posts or Places with the said Joint Company under the Penalties Contained in the aforesaid articles of Agreements of the said Old Company bearing date the said fifth Day of July one thousand eight hundred and two. It is however well understood and agreed that the settling of Goods and furnishing supplies by any Partner or Partners of the said Joint Company to any Person or Persons trading to or at any Posts or Places the waters whereof fall into the Mississippi or any other part or place to the southward of Lake Superior reckoned from the mouth of the River St. Louis shall not be con-

-Signed

deemed as a breach of the Present agreement and  
 no penalty shall attach on or be incurred by  
 the Partners or Partner who may have so sold  
 Goods and furnished such aid supplies; but  
 no Goods shall be sold by any Partner or Part-  
 ners of the said Joint Concern to be taken or  
 carried into the Interior of the said North West  
 Country by the Route of the said River St. Louis  
 and if any Person or Persons who may have  
 purchased Goods or received supplies and aid  
 from any Partner or Partners of the said Joint  
 Concern shall without the consent of such  
 Partner or Partners go into the said Interior  
 Country by the Route of the said River St. Louis  
 or by the Mississippi & Missouri, or any other  
 indirect Route, and trade to or at any ~~any~~  
 Post or Place occupied by the said Joint  
 Company or where they may carry on  
 trade at the time provided the same be  
 to the Northward of the above described  
 limit, then and in such Case the agents  
 of the said Joint Concern shall give notice  
 thereof in writing to such Partner or Part-  
 ners, whereby he or they shall be required  
 to desist from selling Goods, to equipping,  
 supplying, aiding or supporting such Person  
 or Persons so trading as aforesaid in, to, or at  
 the same Places with the said Joint Com-  
 pany and in opposition to their Interests  
 and in Case such Partner or Partners of  
 the said Joint Concern shall after such  
 notice given and requisition made still  
 persist to furnish Goods and afford supplies  
 support and aid to such person or persons

so Continuing his or their said trade such Partners or Partners shall then be considered to have committed a Breach of the Present Agreement and be liable to all the Penalties aforesaid.

Art. 22.

And finally it is agreed that as the said Parties to these Presents have hereby negotiated & Coalesced upon principles of equality and reciprocity of Rights excepting as to the Quantum of Interest with the Influxes resulting therefrom, and the Modifications thereof, which the Present Agreement may be fairly construed to introduce such principles shall be resorted to in clearing up or settling any difference of Opinion should such hereafter arise upon the true Construction or Import of any of the articles of this Agreement.

In Witness whereof the said Parties to these Presents have to two Parts hereof set and subscribed their names and affixed their seals at Montreal aforesaid the day and year first above written -

Alex. McKenzie  
Thomas Forsyth } His att:  
by John Richardson }  
& John Forsyth  
John Richardson  
John Forsyth  
Alex. Elliot }  
John Richardson }  
& John Forsyth

John Haldane  
by Geo Richardson }  
& Geo Forsyth }  
Thom<sup>l</sup> Forsyth }  
by Geo Richardson }  
& Geo Forsyth }  
Geo Richardson  
Geo Forsyth

His attornies

Trustees and assignees of the Estate of the late firm of Leitch Jamison & Co.

Ino Inglis  
John Richardson }  
& Ino Forsyth }  
James Forsyth }  
Ino Richardson }  
& Ino Forsyth }  
Ino Ogilvie  
Ino Muir by  
Ino Ogilvie his atty  
P. Buchblave by  
Alex<sup>r</sup> Mackenzie  
Alex<sup>r</sup> Mackenzie by  
Alex<sup>r</sup> Mackenzie  
John Macdonald  
by Alex<sup>r</sup> Mackenzie  
James Lith  
by Alex<sup>r</sup> Mackenzie  
John Wills  
by Alex<sup>r</sup> Mackenzie  
John Finlay by  
John Gregory &  
Wm Macgillivray }  
Duncan Cameron  
by Ino Gregory &  
Wm Macgillivray }  
James Hughes by  
John Gregory &  
Wm Macgillivray }  
Alex<sup>r</sup> McKay by  
Ino Gregory &  
Wm Macgillivray }  
Hugh McGillis  
Ino Gregory and  
Wm Macgillivray }

Alex<sup>r</sup> Henry by  
Ino Gregory and  
Wm Macgillivray }  
Ino Macgillivray by  
Ino Gregory and  
Wm Macgillivray }  
James Mackenzie  
by Ino Gregory &  
Wm Macgillivray }  
Simon Fraser by  
Ino Gregory and  
Wm Macgillivray }  
Ino D. Campbell by  
Ino Gregory and  
Wm Macgillivray }  
D. Thompson by  
Ino Gregory and  
Wm Macgillivray }  
Ino Thompson by  
Ino Gregory and  
Wm Macgillivray }  
Ino Gregory &  
Wm Macgillivray }  
Duncan Macgillivray  
by Wm Macgillivray his atty  
Wm Halliwell  
Ross Mackenzie  
Angus Shaw by  
Ino Gregory &  
Wm Macgillivray }  
D. Mackenzie by  
Ino Gregory and  
Wm Macgillivray }

2725

Wm McKay by  
 Tho Gregory &  
 Wm McGillivray  
 Tho McDonald by  
 Tho Gregory &  
 Wm McGillivray  
 Archd Donald McShuish  
 by Tho Gregory and  
 Wm McGillivray  
 Tho Mc Donnell  
 by Tho Gregory &  
 Wm McGillivray  
 Archd. N. McLeod  
 by Tho Gregory &  
 Wm McGillivray  
 Alex. MacDougal  
 by Tho Gregory &  
 Wm McGillivray  
 Chs. Chabotter by  
 Tho Gregory &  
 Wm McGillivray  
 Tho Surjer by  
 Tho Gregory &  
 Wm McGillivray  
 Peter Grant by  
 Tho Gregory &  
 Wm McGillivray  
 Alex. Fraser  
 by Tho Gregory &  
 Wm McGillivray  
 Tho Angus Cameron by  
 Tho Gregory &  
 Wm McGillivray

Signed and sealed and deliv-  
 ered in the Presence of  
 Edw. Mac Gray  
 Fred. W. Crumatinger





Copy of Agreement referred to in the preceding  
Articles of Agreement.

Whereas by certain Articles of agreement Made and entered into at Montreal in the Province of Lower Canada on the thirtieth day of October one thousand seven hundred and ninety five by and between Simon McTavish, Joseph Frobisher, Jno Gregory and William McGillivray these Composing the Firm of MacTavish Frobisher & Co of Montreal aforesaid Merchants and copartners and Angus Shaw Roderic McKenzie Cathbert Grant Alexander McLeod and Wm Thorburn these Represented by Alexander McKenzie their Agent and Attorney a Joint Concern or trade to that Part of the Indian Country commonly called the North West was agreed to be carried on the said Parties and others to be admitted Partners therein under the said Articles of Agreement on their Joint Account and Risk for a certain term or number of years that is to say to commence with the first Outfit of the Year one thousand seven hundred and ninety five and to terminate with the return of the Outfit of the year one thousand eight hundred and five the said Concern to consist of forty six Shares and to be regulated and carried on under the different terms stipulations and Conditions in the said Articles of Agreement mentioned and contained.

And whereas under and by virtue of the said Agreement the following persons now carrying on trade to the said Indian Country as Partners under the name or Firm of the North West Company that is to say the said

Simon

Simon McTavish and Gregory William McGillivray and  
 Duncan McGillivray William Hallowell and Roderic  
 McMenzie composing the said House of or Firm  
 of McTavish, Traubsher and Company, Angus Shurr  
 the said Roderic McMenzie Alex: McLeod Mr: Thorburn  
 Daniel McMenzie Mr: McKas and Donald, Donato  
 McTavish and McDaniel Arch: Nor: McLeod Alex:  
 and McDougal Chas: Chaboilles John Sayer Peter  
 Grant Alex: Fraser Eneas Cameron John Finlay  
 Duncan Cameron James Hughes Alex: McKay  
 Hugh McGillis Alex: Henry B: Cadotte John  
 McGillivray James Mackenzie and Simon  
 Fraser conceiving it essentially necessary to alter  
 and change the aforesaid Articles of agreement  
 and to form a more regular solid permanent system  
 for the Government and Regulations of the various  
 Rights and Interests of the Parties concerned in the  
 said trade and commerce in order thereby and by  
 a Mutual confidence and good understanding to u-  
 nite and consolidate their Interests in such manner  
 as to render all attempts which now are or hereaf-  
 ter may be made by other persons to injure them  
 in their said trade and Commerce fruitless and  
 ineffectual and above all to preserve and secure  
 to the said Parties concerned their Heirs and assigns  
 the many benefits and advantages which by their  
 united labours and exertions in the said Indian  
 Country they have become entitled to reap and  
 receive in the further continuance of the said  
 trade and Commerce and particularly from the  
 enlarged plan of carrying on the same and the  
 increased number of outlets and other expenses  
 which have become necessary for that purpose  
 and which must eventually be productive of great

er advantages and emolument to the Parties concerned.  
 These presents therefore witness that the  
 said Simon McTavish John Gregory Wm McGillivray  
 Duncan McGillivray Wm Halliwell and Robt  
 McKenzie now composing the said house or firm  
 of McTavish Frohisher and Company of Montreal  
 aforesaid Merchants, Angus Shaw Daniel McKenna  
 Wm McKay Jno McDonald Donato McTavish John  
 McDonald Archr. McLeod Alex. McDougall Chas  
 Chaboullier John Auyer Peter Grant Alex. Fraser  
 Enras Cameron Jno Finlay Duncan Cameron J.  
 Hughes Alex. McKay Hugh McGillivray Alex Henry  
 Jno McGillivray James McKenzie and Simon Fraser  
 do hereby consent and agree that from and after  
 the first day of December of the year one thou-  
 sand eight Hundred and two the aforesaid ar-  
 ticles of agreement of the thirtieth day of October  
 one thousand seven Hundred and Ninety five  
 be and the same and every part thereof is hereby  
 declared to be rescinded and annulled in so far as  
 the Rights and Interests of the said Parties to these  
 presents are or may be thereby affected or bound  
 and the said Parties to these presents do hereby  
 mutually consent and promise and agree to carry  
 on to the interior Parts of the said Indian Coun-  
 try commonly called the North West and to all  
 and every other Part and Place where they shall  
 see fit a trade and Commerce in furs and Peltries  
 and other commodities on their joint account and  
 Risk as Copartners under the name and Firm of  
 the North West Company to be governed and  
 carried on under the following Rules and Regu-  
 -lations -

Article 1.

27

That the present Copartnership or concern shall commence with the Outfit of the year <sup>one thousand</sup> eight hundred and three and shall continue remain and be carried on for the space and Term of twenty years hereafter ending with the Returns of the Outfit of the year one thousand eight hundred and twenty two by and between the said Partners to these Presents, and the survivors of them and others to be admitted Partners under the Present Agreement —

Article 2.

That the Present concern shall consist of Ninety two Shares to be divided held and enjoyed by and amongst the said Parties to these Presents, & others to be hereafter admitted as Partners therein in manner following that is to say the said Simon MacTavish Junr Gregory Wm McGillivray Dun: McGillivray Wm Hallouell and Robt. McHenry now composing the said House or Firm of MacTavish Trobeshan and Company or whatever persons the said House may be composed of during the Present concern shall have hold and retain thirty Shares John McDonald two Shares Donald MacTavish two Shares Junr MacDonell two Shares Archr. McLeod two Shares Chas. Chalvilles two Shares John Sayer two Shares Peter Grant two Shares Alexander Fraser two Shares Enos Cameron two Shares Junr Finlay two Shares Dun: Cameron two Shares Jas. Hughes two Shares Alex. McKay two Shares Hugh McGillivray two Shares Alex. Henry two Shares Alex. McDougall two Shares Junr McGillivray two Shares Jas. McHenry two Shares and Simon Fraser two Shares making in all Seventy six Shares & that the remaining sixteen Shares

not appropriated shall be disposed of to such Person or persons as may hereafter be admitted into the Present Concern as a Partner or Partners therein, or otherwise as the said Parties to these Presents or their assigns being Partners in the said concern shall judge fit: and that until the said Shares not appropriated or others hereafter to become Partners shall be disposed of the profits and advantages arising therefrom shall be equally divided among the existing Partners for the time being in proportion to the number of Shares they hold in the Concern who shall be liable to the Risk and Losses that may be sustained or incurred thereby. And whereas Robert McKenzie William ~~McKenzie~~ Thorburn Simon Fraser James Finlay and the Representatives of the late Cathbert Grant are severally entitled to one forty sixth Share in the aforesaid Concern now carried on under the aforesaid Agreement of the thirtieth day of October one thousand seven hundred and ninety five and whereas it is meant and intended that the said Persons shall respectively receive and enjoy an Interest or equivalent in law of their said respective Shares It is therefore stipulated and agreed by and between the said Parties to these Presents that the Present Company and Concern shall and will satisfy and make good to such of the said Rob. McKenzie Wm Thorburn Simon Fraser James Finlay and to their Representatives of the said late Cathbert Grant their several heirs and assigns all the Rights and Parts and Shares which they said Rob. McKenzie Wm Thorburn Simon Fraser James Finlay and the said late Cathbert Grant severally held under the aforesaid agreement of the thirtieth day of October

One thousand seven hundred and ninety five or  
which they or either of them shall or may be entitled  
to claim have and receive under and by virtue  
thereof during the Period of its continuance as  
aforesaid in the same manner and as fully &  
beneficially as if the said last mentioned Agree-  
ment had continued in force—

Art. 3<sup>d</sup>

It is stipulated and agreed by and between the said  
Parties to these Presents that the Persons who now or at any  
time hereafter during the Period of the Present Concern  
shall or may compose the said House of MacTavish  
Trobisher and Company at Montreal aforesaid shall  
and they are hereby exclusively authorised and em-  
powered during the said Period to direct conduct  
and manage the affairs of the said North West Com-  
pany at Montreal for and on account of the whole to  
import all the necessary Goods Merchandises & Commo-  
dities fit and necessary for carrying on the aforesaid  
trade and Commerce to hire and employ <sup>all</sup> Clerks, Interpre-  
ters and engagis from time to time as shall be necessary  
and requisite for carrying on the said Business to  
make all advances for Liquors Provisions and <sup>other</sup> nec-  
essary articles of the same kind which shall be  
charged at the Current Market price at Montreal  
for which said advances and trouble the said Mac-  
Tavish Trobisher & Co shall be allowed by the said  
Concern a Charge of four per Cent on the amount of  
the whole Outfit at the close of each year and In-  
terest on the Goods imported at the Rate of five per  
Cent per annum from the time they fall due in Eng-  
land to the thirtieth day of November of the year of the  
Outfit is made in force and after which period the said  
Mac-

Mac Tavish Frobisher & Company shall be allowed Interest at the Rate of Six per Cent upon the said Goods so imported until the same shall be paid and satisfied. That the said House of Mac Tavish Frobisher and Company shall also be allowed Interest at the Rate of Six per Cent on all Cash advances which may be by them considered necessary or expedient to be made for the use and benefit of the concern, it being understood that the said Mac Tavish Frobisher and Company shall and will on their parts create and allow for all in their Hands belonging to any of the Partners under the Present agreement Interest at the Rate of Six per Cent per Annum - And in as much as the said House of Mac Tavish Frobisher & Co must necessarily keep up the Present number of Partners therein for the performance of the several Duties they are hereby become bound to fulfill for and on behalf of the said North west Company and in order also to avoid all doubts and Difficulties which might arise in Case of a change of all or any of the Partners of the said house during the Present concern It is therefore stipulated and agreed that every new Partner coming into the said House of Mac Tavish Frobisher & Co and being thereby admitted to any Right share or Interest in the Present concern shall be specially held and bound in and by this agreement admitting him a Partner in the said House to the observance of all every the different Clauses and stipulations mentioned and contained in the present agreement in the same manner as the present Partners in the said House are hereby held and bound in which Case every new Partner so coming into the said House during the Period of the Present



Present Concern shall be by the said concern held and considered as much to all the Benefits and advantages and bound to all the duties and obligations contained in this agreement as if he had been present and signed and executed the same as one of the Partners now composing the said house -

Art. 4.

That the Furs Peltries or other Produce or returns of the aforesaid trade and Commerce shall be shipped to England or where Else it may be <sup>thought</sup> best by the said House of Mr Jarvis Frobisher & Co on the account and for the mutual Benefit and advantage of the whole Concern for which trouble the said House shall be allowed a Commission one half of Cent on the whole amount of all that is sent to England and two and half of Cent on whatever part of such returns as may be sold and disposed of in the united States of America or sent that way to a Market in any other Country And that the Great proceeds of the said Furs Peltries or other Produce and returns of the said trade shall be Credited to each Individual of the Concern according to his Share and Proportion therein as soon as the same shall be placed to the Credit of the said House of Mr Jarvis Frobisher & Co

Art. 5.

That two at least of the Partners of the said House of Mr Jarvis Frobisher & Co for the time being shall annually go to the Grand Portage for the purpose of conducting managing & carrying on the Business of the Concern on the Communication to and at the Grand Portage as heretofore practised by the agents of the North west Company. That the said Partners shall assume and be taken agents of the North west Company and shall be

be aided and assisted on all occasions by the Waiter-  
-ing Partners whose duty it shall also be to attend in  
a Particular manner to the Business of their respective  
Departments -

Art. 6.

That the accounts of each years outfit shall be regularly  
-ly closed after the outfit is made by the said House of  
-McTavish Trovisher & Co and one set of accounts Current  
shall be them annually forwarded to the Grand Por-  
-tage one set to Temiscamingue and to any other of  
-the Departments when the Parties concerned cannot  
conveniently attend at the Grand Portage to be by  
the said Parties signed and interchanged; and any  
of the said Parties having any objections to the said  
accounts shall be bound to deliver in the same in writ-  
-ing within <sup>ten</sup> ~~the~~ Days after such accounts shall have  
been presented to him otherwise the said accounts shall  
be taken and considered as approved of by every such  
Party as fully and sufficiently as if he had signed the  
Same. -

Art. 7.

That a meeting or meetings if necessary of the Part-  
-ners as conveniently can attend shall be annually held  
in the months of June or July at the Grand Portage  
at which meetings the Partners who cannot attend may  
be represented by their attorneys who shall be entitled  
to vote for them in order to deliberate and determine  
upon all such matters and things as to them shall  
seem fit & proper to be done and executed and perform-  
-ed in and about the trade and Commerce aforesaid  
and the Interests thereof and the Majority of the Partners  
present or represented at the said meetings are hereby  
authorized and empowered to settle & determine all dif-  
-ferences and difficulties among the Partners and all  
Matters

matters respecting the said trade & Commerce or which  
 by reason of the Views speculations and Interests of the  
 said Concern becoming more extended may at any  
 time hereafter be found necessary to be regulated also  
 to make such other and further Rules and Regulations  
 not being contrary to any article of this agreement  
 for the better managing and carrying <sup>on</sup> the said trade  
 and Commerce in future as they shall see fit - That  
 every share the said Concern shall be entitled to a  
 vote of which fifty two shall be required and consi-  
 dered as a legal Majority at the said meetings  
 for deciding and determining upon all matters sub-  
 mitted to their consideration and in all cases where  
 the above number of fifty two votes cannot be obtained  
 by reason of the absence of Partners of shares unap-  
 propriated or otherwise the legal Majority shall  
 in that case consist of the number of votes given &  
 received that shall bear a proportion to all the  
 appropriated shares at the time as fifty two is to  
 ninety two And it is hereby expressly ~~concomitantly~~  
 stipulated and agreed that all and every the Rules  
 Regulations and decisions made and determined and  
 resolved on by such majority in all the aforesaid  
 Cases shall be as effectual and binding upon all  
 the Parties concerned as well as those absent ~~as~~  
 those present at such meetings as if herein speci-  
 ally expressed and provided for and the said parties  
 and every of them do hereby consent promise and  
 agree to submit thereto and to execute and per-  
 form all things therein or hereby determined  
 without opposition or Delay -

That the arrangements of all the Forts and Posts to be occupied by the said Concern with their establishments, the Wintering Residences of the Partners of the Clerks, and others, and all matters incident thereto shall be fixed determined and appointed and generally directed and conducted by the Majority of the Concern present at such arrangements.

## Art. 9.

That the number of wintering Partners to be allowed to go down to Montreal each year shall be regulated at the annual meeting of the Partners at the Grand Portage according to Circumstances and agreeable to a list establishing the order of Rotation which shall be made out at the commencement of this Concern by a majority of the Parties hereto or as they shall otherwise agree amongst themselves provided that such Number so to go to Montreal do not exceed five in any case whatever.

And it is hereby expressly stipulated and agreed that in case the Partner or Partners so going to Montreal shall neglect or refuse to return the ensuing Spring to fulfill the duties allotted to him or them by the Partners conducting the Business at Montreal without offering some good and sufficient reason or excuse of the Validity of which the said annual meeting shall judge the said annual meeting may and they are hereby authorised to determine whether such partner or Partners ought to be Deprived of all his or their rights and Interest in the said Concern or of any and what part thereof and for what length of time or in such other manner to determine respecting the same as to the said annual meeting shall appear Just &

reasonable

reasonable according to the Circumstances of the Case  
 Any in every Case when the said annual meeting  
 shall think fit to order and determine that <sup>any</sup> such  
 Partner or Partners, by reason of his or their Conduct  
 in the Premises ought to be deprived of all his or their  
 share and in the Concern, the same shall be held  
 and considered as forfeited and lost to every such  
 partner or partners, and shall cease and determine  
 from the close of the Outfit sent into the Country  
 at the time such Partner or Partners was or were  
 so permitted to go Down to Montreal if not other-  
 wise determined by the said annual meeting - And  
 the Share or Shares of every such Partner or Partners  
 shall at from and after the Period they shall  
 have been declared to have become forfeited by  
 the said meeting revert to and be vested in the  
 said Concern who are hereby empowered & author-  
 ized to appropriate and dispose of all and every  
 such share and shares Rightly and Interest to such  
 other Person or Persons, as they shall think fit -

Art. 10.

And to the end a regular distribution of the property  
 and effects of the said Concern may be observed it is here  
 by expressly understood and agreed that all and every  
 of the said Parties to these Presents or the Person under  
 them or any of them who shall winter in the Indian  
 Country shall deliver or send to the Grand Portage  
 every year and often if convenient & requisite a  
 true faithful and exact account and Inventory  
 of all the Goods, provisions, or other effects they or  
 either of them may have remaining on hand as  
 well as of the Parties debts due by the Indians and  
 Canoe-men they or either of them may have left  
 in the Country with just and true accounts of the

Exp. oution

Expensation of Goods committed to their respective  
 Change and Direction it being the Intention that  
 neither of the Parties who winter in the Indian Country  
 or who come from Montreal to the Grand Portage  
 on the Business of the Concern shall be allow-  
 ed while there out of the Common Stock more than  
 their personally necessaries but that whatever shall  
 be expended by them or either of them exceeding  
 this Limitation shall be placed to the account of him  
 or them making such expensations -

Art. 11.

And whereas from the Remote Situation of many of  
 the said Parties in the Indian Country their Dis-  
 tance from each other and the possibility of any or  
 either of them Conducing themselves or themselves in such  
 a manner as render himself or themselves unworthy  
 by other improper Conduct of Continuing a Partner  
 in the said Concern It is therefore expressly agreed  
 on and is the will and Intention of the said Parties  
 at these presents that when such misconduct or neglect  
 shall be proved to the Satisfaction of the majority of  
 the annual meeting of the Concern herein before Estab-  
 lished every such Party or Parties so misconducting  
 or misbehaving himself or themselves shall and may  
 upon the Delamination of the said annual meeting in  
 every such Case be expelled from the said Concern, and  
 his or their Share and Interest therein shall thereupon  
 cease and determine, and shall revert to & be vested  
 in the said Concern who are hereby authorized to  
 appropriate and dispose of every such Share as their  
 own property in such manner as they shall see fit -  
 Reserving however to the said annual meeting the  
 Right and power to determine otherwise as to the  
 Share and Interest aforesaid of every such Party

37  
so misconducting or Misbehaving himself, as Circum-  
stances may require -

Art. 12.

The Present Agreement being intended for the pur-  
pose of carrying a trade and Commerce in and to all  
every Part and Parts of the Interior Country or where else it  
may be thought fit for the <sup>Benefit</sup> of all the Parties con-  
cerned and whereas some or all of the said Parties now  
is or are or hereafter may be concerned or interested  
in some other trade or Business It is therefore hereby  
expressly Stipulated Covenanted and agreed by and  
between the said Parties to these Presents, that they shall  
not nor shall any or either of them become bound or  
responsible the one for the other, nor shall the act or  
undertaking of any one or more of them bind or oblige  
the others nor shall any of the said Parties not being  
the Agents and legal Attornies of the said Concern have  
any power or authority to make or execute any agree-  
ment, Contract any debt or debts for, on account or  
in the name of the said Concern or any of the Partners,  
thereof without a special power for that purpose  
first had and obtained -

Art. 13.

It being incompatible with the nature of this agreement  
the trade to be carried on under it that all or any of  
the said Parties to these Presents, should engage in  
or undertake any trade, Business or concern to the de-  
tachment of the Interest of the present Company and  
Partnership or that can or may in any manner in-  
jure hurt or interfere with the trade views or spe-  
culations thereof It is therefore mutually covenanted  
and agreed by and between the said parties to these  
presents, that they shall not nor shall any or either  
of them during the period of the present Concern either  
jointly

jointly or individually enter into or engage in or  
any trade Business or Commerce carried on or to  
be carried on in or to any part of the said Indian  
Country commonly called the north west or its de-  
pendencies or in to any other Posts Places or situations  
where the said Concern at the time of the commence-  
ment of this agreement or at any time during the  
continuance thereof shall or may carry on any trade  
or commerce nor shall any of the said Parties directly  
or indirectly counsel advise assist or be concerned or  
interested in any trade Business or commerce  
carried on or to be carried on by any other person  
or persons in the said Indian Country or at the said  
Posts or places or their Dependencies aforesaid under the  
Penalty of Five thousand Pounds for each ninety  
second Share held by the Party failing or contravin-  
ing this special Clause and agreement to be paid  
by him to the other partners of the said concern  
who shall or may conform hereto - And it is fur-  
ther stipulated and agreed by these Presents  
that if any of the said Parties hereto or any other  
Person or Persons to be hereafter a Partner or Part-  
ners in this Concern shall at any time retire from  
or sell & dispose of his or their Share and Interest  
in the said concern or forfeit or be deprived of his  
or their Share therein under any of the Articles of  
this agreement, every such Party Person or Person  
shall nevertheless be equally held and bound to  
the observance of this Article and in Case of Contra-  
-action thereto equally liable to the Penalty of Five  
thousand Pounds as if he or they had continued a  
Partner or Partners -



And whereas it is intended and necessary that the Consent of the Partners Concerned should be had & taken in all matters touching the arrangements to be made with Partners with drawing from the said Concern or assigning their Interests therein as also for the admitting and receiving fit and proper Persons as Partners in the said Concern instituting or defending Suits settling and composing differences making and entering into agreements signing all necessary Acts and Deeds and doing other necessary matters and things touching & regarding the said Concern & the interest thereof in all Cases when all or any of the matters aforesaid shall not have been regulated and determined at any of the meetings of the said Concern held at the Grand Portage as herein before established and also for carrying into effect when necessary the Resolutions passed and adopted at such meetings. It is therefore hereby stipulated and agreed that the said Simon McTavish John Gregory Wm. McGillivray Duncan McGillivray William Hallowell and Robert McKeown be and they or any two of them are hereby named constituted & appointed the attorneys of the said Concern for all the above purposes for and during the Period of its Continuance or until expressly revoked by the aforesaid annual meeting at the Grand Portage as herein after mentioned and not otherwise.

And it is further stipulated and agreed that a power of Attorney from the said Partners to these Presents & from all every other Person or Persons who shall or may at any time hereafter be admitted a Partner or Partners in the said Concern be made & executed in due form of Law to the said Simon

McTavish

MacTavish John Gregory William Macgillivray  
 Duncan McGillivray William Halliwell & Robert  
 McKenzie as attorneys as aforesaid giving to them  
 or any two of them as aforesaid full power for all the  
 above purposes and for doing and performing all such  
 other matters and things which to them or any two  
 of them as aforesaid shall appear for the Benefit &  
 advantage of the Parties concerned and when a more  
 special power from the said Parties to that effect  
 might be requisite and necessary - And whenever  
 it shall become necessary to appoint other attorneys  
 in the room and stead of all or any of those herein  
 before named either by Reason of their decease, their  
 retiring from the concern or otherwise it is stipulated  
 and agreed that the Partners in said House of Mr James  
 Frobisher & Co being Partners in this Concern shall al-  
 ways have the Preference. It is however <sup>herby</sup> understood  
 & agreed that in case the said Mr James Frobisher & Co  
 shall at any time make an improper use of the powers  
 hereby conferred on them as attorneys as aforesaid it shall  
 be in the power of the said Annual ~~Partners~~ meeting  
 at the Grand Portage by a Majority of voices to  
 alter a change the same or substitute other Powers  
 in their stead according to circumstances and as in  
 the Opinion of such annual meeting shall seem most  
 advantageous for the benefit of the Concern -

Art. 15.

And whereas it may happen that before the time limited  
 for the Expiration of the present Concern some of the Part-  
 ners may die or retire therefrom or others be admitted  
 as Partners therein it is therefore hereby expressly sti-  
 pulated and agreed that such change or alteration  
 in the Persons of the Partners shall in no wise dis-  
 solve alter or change the present partnership and

Concern which shall nevertheless continue and be carried on as the same Partnership and Concern under the Rules and Regulations contained in this agreement until the Expiration thereof at the time herein before limited.

Art. 16.

And whereas great difficulties might arise by continuing and extending the share and Interest of a deceased Partner in the Concern and all the Rights & Privileges he holds under it to his heirs or Legal Representatives on account of their Not being Parties to his agreement their distant Places of Residence and consequent inconvenience that might arise in their being represented at the meetings of the Concern, to avoid all which delays and Difficulties it is hereby stipulated and agreed that upon the Death of any of the Partners in the said Concern his share and Interest therein shall cease and determine and the same shall from after his Decease revert to and become the Property of the Concern to be by them used & disposed of as they shall see fit, but in order that such heirs or Legal Representatives may enjoy in some measure the Benefit of the Care Industry and exertions of such deceased Partner in the said Concern it is hereby stipulated and that the heirs or legal Representatives of such deceased Partner shall for and during the space of seven years from and after his Decease if the Concern do not sooner determine be entitled to demand have and receive of and from the Concern (to be accounted for and Paid to such heirs or Legal Representatives by the said M<sup>r</sup>. Jarvis Frobisher & Co as acting for the said Concern) an equivalent to one half of the share and Interest such deceased Partner held in the Concern

Concern being the same Right which a retired Partner is entitled to claim and receive as hereinafter is mentioned. And the Heirs or Representatives of such deceased Partner by taking and receiving such equivalent shall be severally held and bound to the observance of all every the articles of this Agreement respecting the doing assisting or being concerned in any matter or thing which may tend to the damage loss or injuring of the Concern and in Case of Contravention thereto they shall be deprived of all further Benefit and Interest which him or them out of the said Concern.

Art. 10<sup>y</sup>.

Whenever any of the Parties to the Present or others who may hereafter be admitted Partners in the Present Concern may be desirous of retiring from the Business of the Concern they shall ~~may~~ are hereby permitted so to do in the following manner and upon the following terms and Conditions that is to say - That the Partner now holding four Ninety Second Shares under the present agreement shall and he is hereby permitted to retire from taking an active Part in the Concern whenever he shall think fit & is hereby allowed to have and receive from the said Concern an equivalent of two of the said Shares for and during the space of seven years from & after his so retiring if the Present Concern shall so long continue and without any duty being attached to the Interest he shall so receive. That the Partners who held one Forty Sixth Share under the aforesaid Agreement of the Thirtieth day of October One Thousand Seven Hundred and Ninety five and who now hold two ninety Second Shares

under

43

under the present agreement shall and they are hereby per-  
mitted two each year in Rotation as their names stand  
in the agreement to retire from taking an active Part  
in the Concern upon giving one years notice of such In-  
tention and shall have and Receive from the said  
Concern an equivalent to one of the said Shares for and  
during the Space of seven years from and after  
their so Retiring if the present Concern shall so  
long Continue but without being liable to any  
of the duties thereof. That Persons admitted  
as Partners under an assignment made to them  
of any of the aforesaid vacant fourteen Shares or  
Others who may hereafter be admitted as Partners  
in consequence of some of the existing Partners  
in the Concern having Retired therefrom or Shares  
therein having become vacant shall and they  
are hereby permitted to retire from the Concern  
two each year in Rotation as they shall have  
been admitted into the same after having win-  
tered three years in the Interior Country as Partners  
and upon <sup>their</sup> giving one years notice as aforesaid  
of their Intention to Retire and not otherwise  
That all Partners shall be permitted in man-  
ner as above stated without holding or retain-  
ing any Share or Interest as aforesaid in the  
Concern from and after the Period of their Re-  
tiring whenever they shall think fit. That  
upon any Partners retiring from the Concern his  
Proportion of all the Goods in the Indian Country  
shall be accounted for to him by the said Con-  
cern agreeable to the following Method which  
has been hitherto followed and observed in simi-  
lar Cases by the persons heretofore Concerned in  
the aforesaid trade and Commerce that is  
to

to say the goods at the Grand Portage shall be accounted for at the Rate of twenty five per Cent on the Montreal Costs and advances those at every other Post in the North West except the English River & Posts beyond at the Rate of fifty per Cent on the Cost and advances of the Grand Portage those of the English River and Posts beyond it at the Rate of ninety per Cent on the Cost and advances of the Grand Portage; and as the Present Concern have in View to extend their Posts to other and more distant Parts of the North West towards the Rocky Mountains and beyond them the Charge on goods at all such Posts shall be regulated according to the Expence of sending them farther when known. It is however understood and agreed that whenever it shall be found from experience that the expence of carrying Goods to the Grand Portage or into the Indian Country or Interior Country shall increase or diminish a new Tariff shall be made out accordingly it being the Intention that the young men succeeding to shares shall pay no more for such Goods their true Costs - That all debts due by Quits Men or Interpreters shall be accounted for at one third of their amount, the Debts of the Clerks at their full Value and it is expressly consented & agreed as a Rule to be followed that all the Posts and buildings at the Grand Portage and in the Interior Country Vessels, Boats, Cattle and all other property of and belonging to the said Concern upon the Communication shall be accounted for conformable to the Prices or value affixed to the same by the Majority of the Concern the preceding year in the Inventories

toris made thereof; for all which said property or pro-  
 portion of such retiring Partner therein the said Con-  
 cern shall not be bound to account until one year  
 after the accounts thereof shall be closed. That  
 every Partner so retiring from the Concern is  
 hereby considered to be subject to the same obser-  
 vance of and compliance with all the matters  
 Rules & Regulations herein contained touching  
 & concerning the said trade & Commerce &  
 in case of Contravention thereof equally  
 liable to the Penalties herein expressed as if  
 he still continued an active Partner.

That every Partner retiring from the concern  
 except those who shall by misconduct or other-  
 wise forfeit their Shares & Interest therein which  
 thereupon revert to and become the property of the  
 Concern as herein before mentioned, shall release  
 assign and make over to the remaining Partners  
 in the Concern or their attorneys herein before  
 named for the Benefit and Behoof of the whole  
 or to such Person or Persons as shall with  
 the Consent of the said Concern have been  
 agreed to be admitted a Partner or Partners  
 therein in the Room and Place of such re-  
 tiring Partner then holds ~~and~~ <sup>or</sup> may be en-  
 titled to hold in the said concern Reserving  
 to him the Right to demand have and re-  
 ceive of and from the said Concern for and dur-  
 ing the space of seven years from and after  
 the ~~time~~ time of his so retiring if the concern  
 shall so long continue and be accounted for  
 & paid to him by the said McTavish Brothers  
 & Company an equivalent to one half of the net  
 produce of the Shares & Interest he held in the

Said

Said Concern at the time of his retiring therefrom. And in Case any Partner shall be desirous to sell and dispose of the Interest he shall be entitled to have & receive from the said Concern after he shall have retired therefrom as aforesaid, he shall be permitted so to do provided such sale be made to any of the Partners in the Concern who upon giving notice of their purchase shall be considered as vested in all the Right, & Interest & shall be permitted to have and enjoy the same in the same manner as such Retired Partner could or might have done.

Art. 18.<sup>th</sup>

That every person hereafter to be admitted a Partner in this Concern shall be accepted and approved of by the other Partners or their attorneys named and appointed under this agreement, & the said Partners or their said attorney (or a retiring Partner when it shall have been so agreed) shall thereupon by an Act in due form transfer assign and make over to every such person so to be admitted a Partner all such share or shares with the Rights profits & advantages arising or to arise therefrom as it may have been agreed such person shall have hold and enjoy in the said Concern, in and by which Act every such person shall bind and oblige himself to the performance and observance of all every the matter, and things mentioned & contained in this agreement under the Penalties therein expressed as full and effectually to all intents and purposes as if such person had been a Party to these Present and signed the Same.



Art. 19<sup>th</sup>

47

That all engagements & undertakings made & entered into by the Partners of the former North West Company trading together under the aforesaid agreement of the Thirtieth Day of October One Thousand Seven hundred and ninety five touching the aforesaid trade & Commerce shall be assumed allowed & confirmed by the Present Concern, and by them be carried into force & effect as if made & entered into by the Parties to these Presents.

Art. 20<sup>th</sup>

And whereas Alexander McLeod now a Partner in the aforesaid North West Company carried on under the aforesaid Agreement of the Thirtieth day of October One Thousand Seven hundred and ninety five declines to accept any Share in the present concern it is therefore stipulated and agreed by and between the said Parties to these Presents that the Right Share and interest of the said Alexander McLeod under the said agreement shall be continued preserved and accounted for to him by the present concern for and during the continuance of the aforesaid agreement of the Thirtieth day of October One Thousand Seven hundred and ninety five the same in all respects as by that agreement he would have been entitled to have & receive conformable to the Tenor thereof.

## Art. 21.

That whenever the Grand Portage is mentioned in this agreement it is understood to mean the place of Rendezvous for conducting and managing the General Business of the Concern in Summer, but should the Parties concerned determine to agree among themselves to remove and change such Place of Rendezvous from the Grand Portage to any other Place on Lake Superior more convenient for the purposes aforesaid the name of such shall be taken and considered as applying in the same manner to all the purposes of this agreement and being synonymous to the Grand Portage.

## Art. 22.

And lastly it is stipulated and agreed that the Present Agreement shall be deposited with and remain in the hands of the Attornies of the Said Concern hereby named and appointed, and that every person having an Interest therein shall be entitled to have free access thereto and Communication thereof at all times when required.

In Witness whereof the said Parties to these Presents have hereunto set their respective hands & seals at the Grand Portage aforesaid this fifth day of July in the year of our Lord one thousand eight hundred & two.

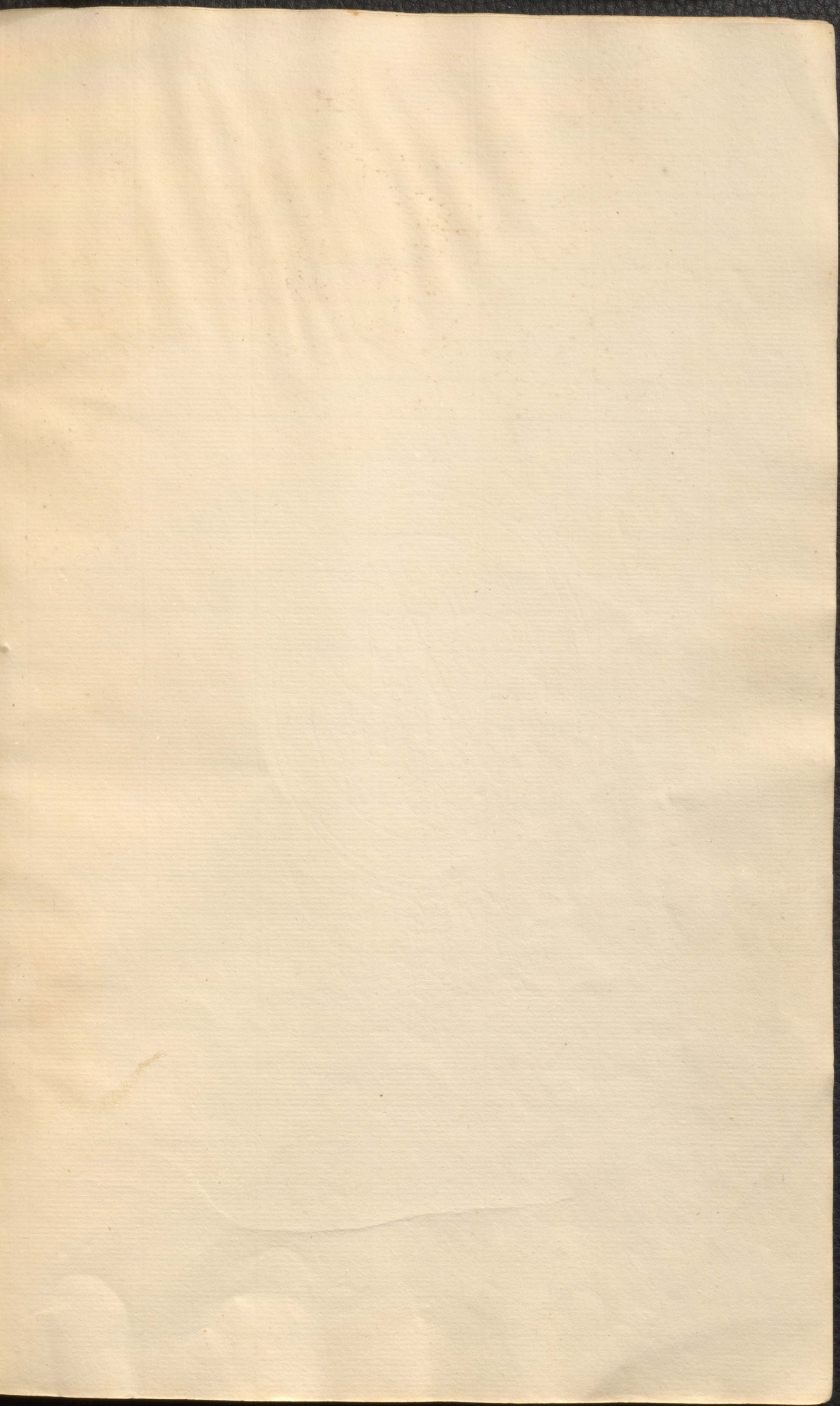
Signed Simon McTavish (L.S) Wm Hallowell (L.S) ✓  
 Jno Gregory (L.S) Wm McKay (L.S)  
 Wm McGillivray (L.S) Jno McDonald (L.S) ✓  
 Dun: McGillivray (L.S) Arch McLeod (L.S) ✓

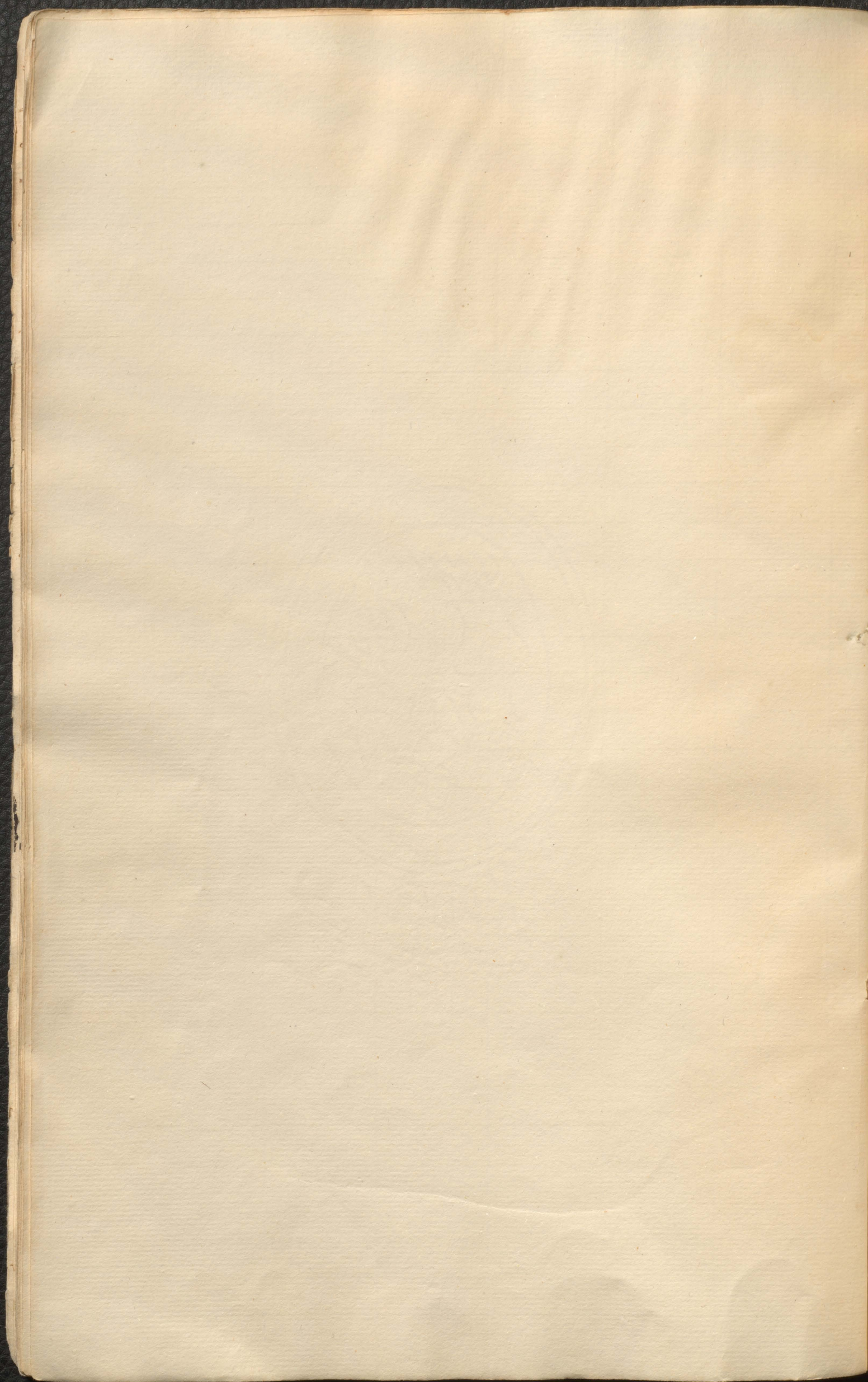
49

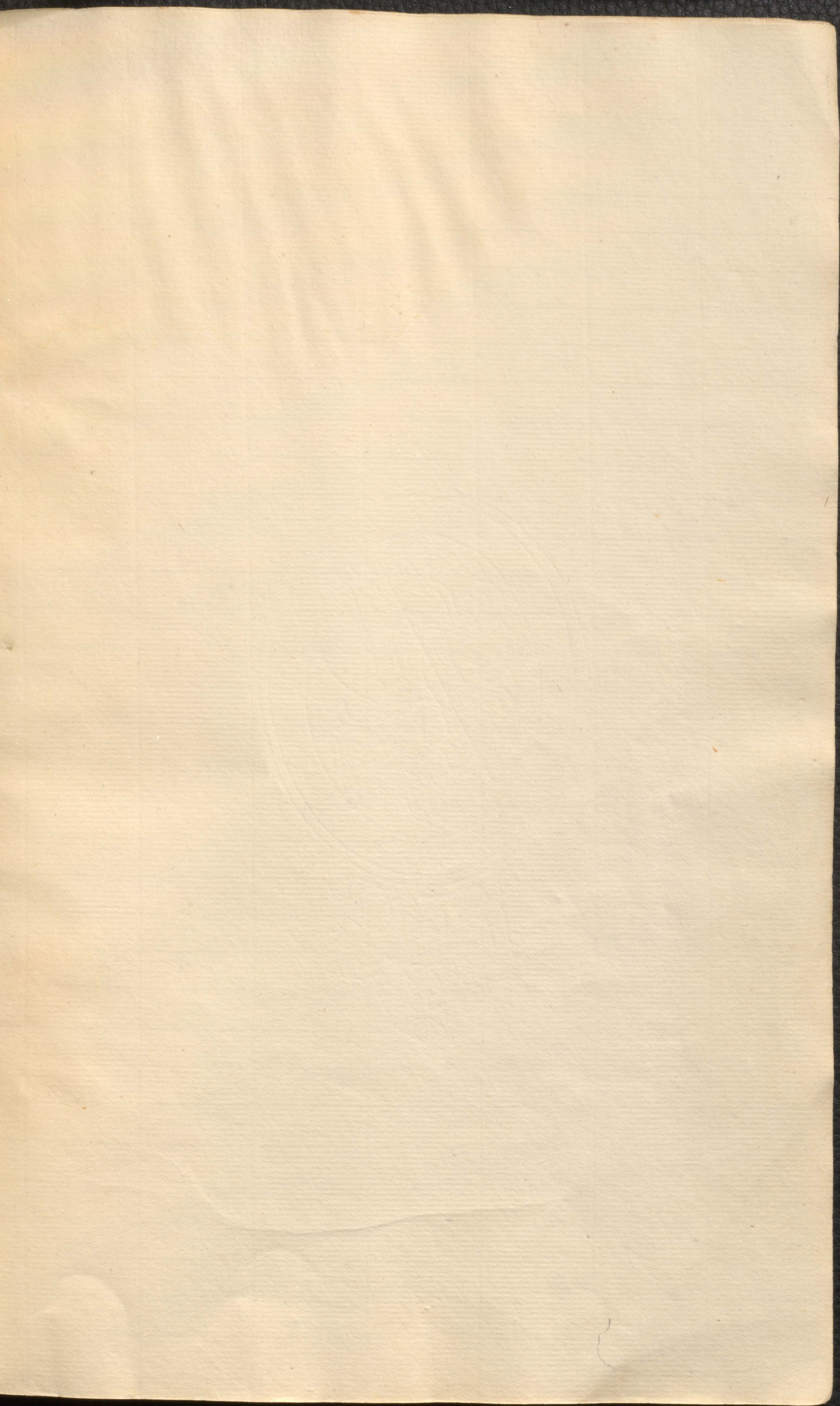
Signed John Sayer (L.S.) Alex. Macdougald (L.S.)  
 ✓ J. M. Henry (L.S.) Alex. McKay (L.S.)  
 ✓ Simp. Fraser (L.S.) John M. Gillivray (L.S.)  
 ✓ Chas. Chaboulet (L.S.) B. M. Henry (L.S.)  
 ✓ Dan. McTavish (L.S.) James Hughes (L.S.)  
 ✓ Peter Grant (L.S.) Eneas Cameron (L.S.)  
 ✓ Dan. Cameron (L.S.) Dan. M. Henry (L.S.)  
 ✓ H. M. Gillis (L.S.) Ang. Shaw (L.S.)  
 ✓ Alex. Henry (L.S.) Jno. Finlay (L.S.)  
 ✓ Alex. Fraser (L.S.) Jno. McDonald (L.S.)

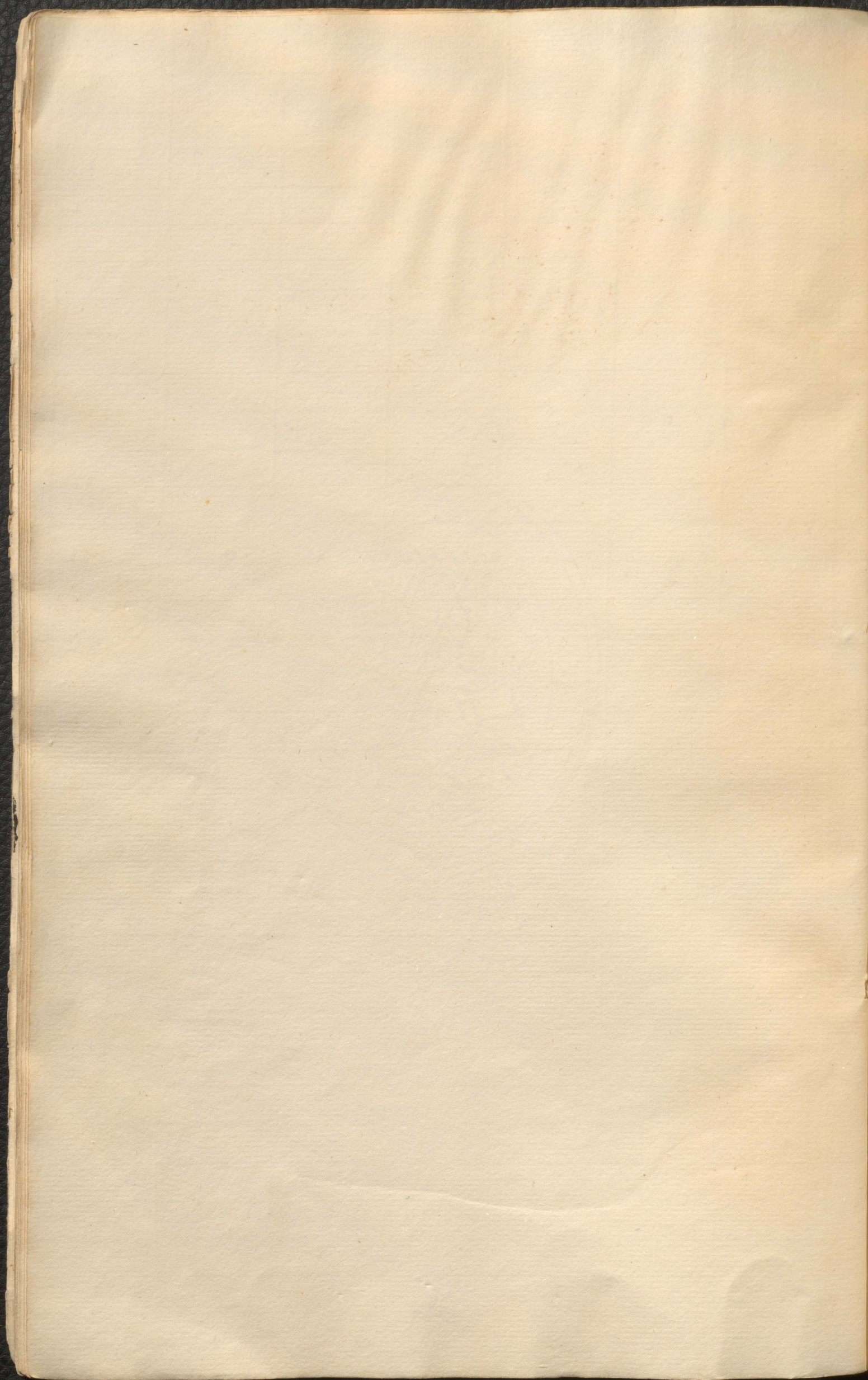
Signed sealed and delivered  
 no stamp being used nor by  
 Law required by the within  
 named Parties in Presence of us  
 Signed } J. C. Stewart  
 } John H. Willey -

70

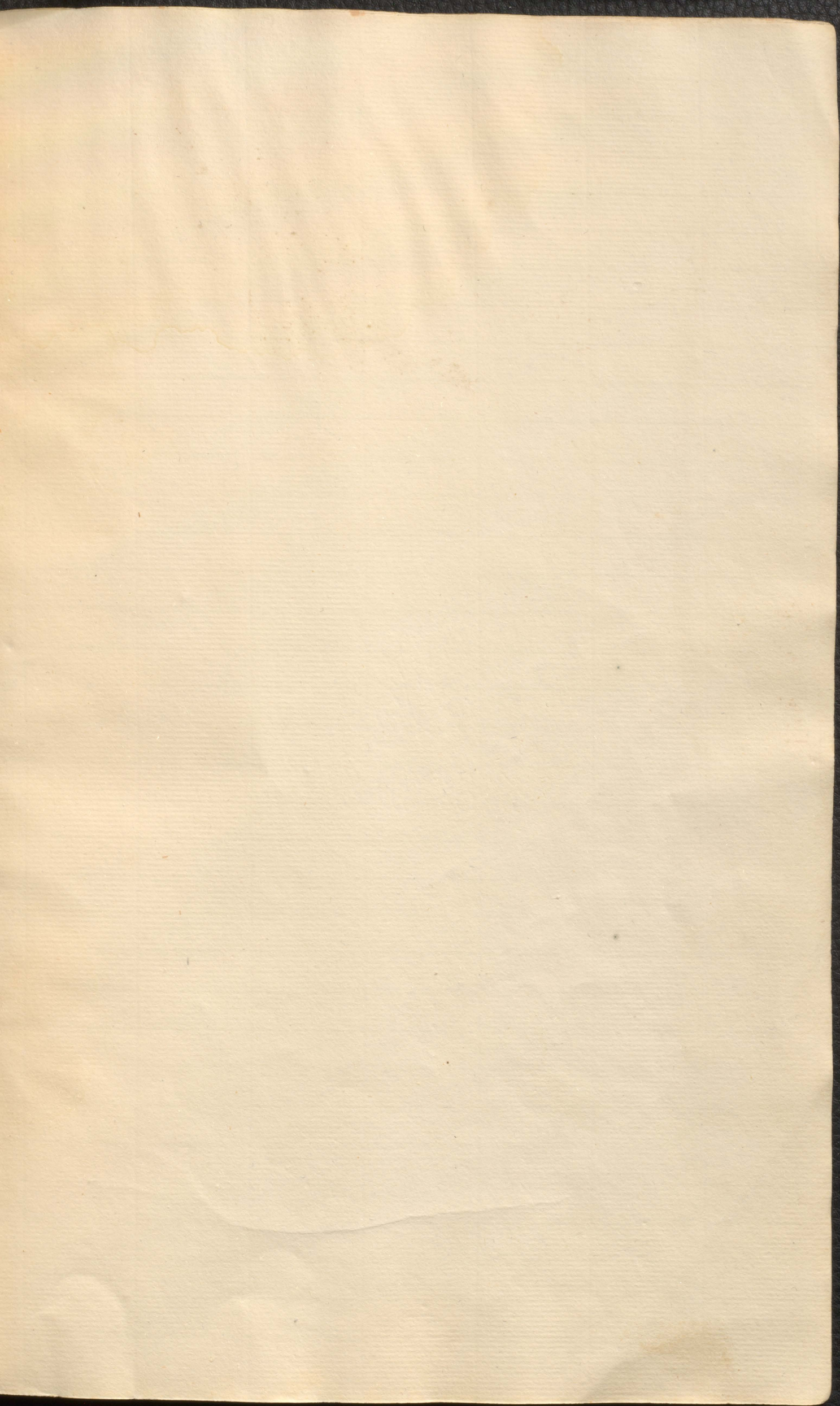


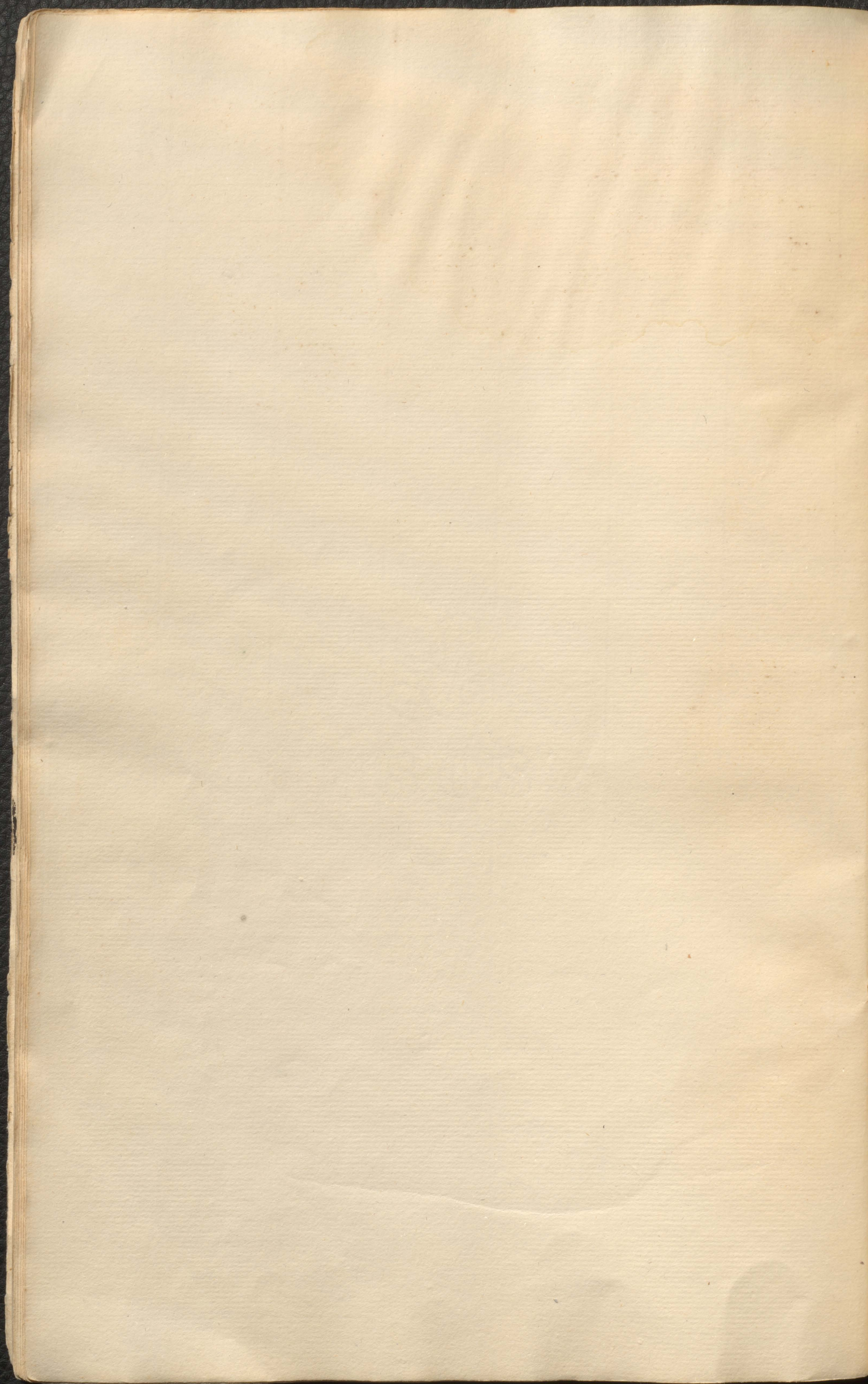




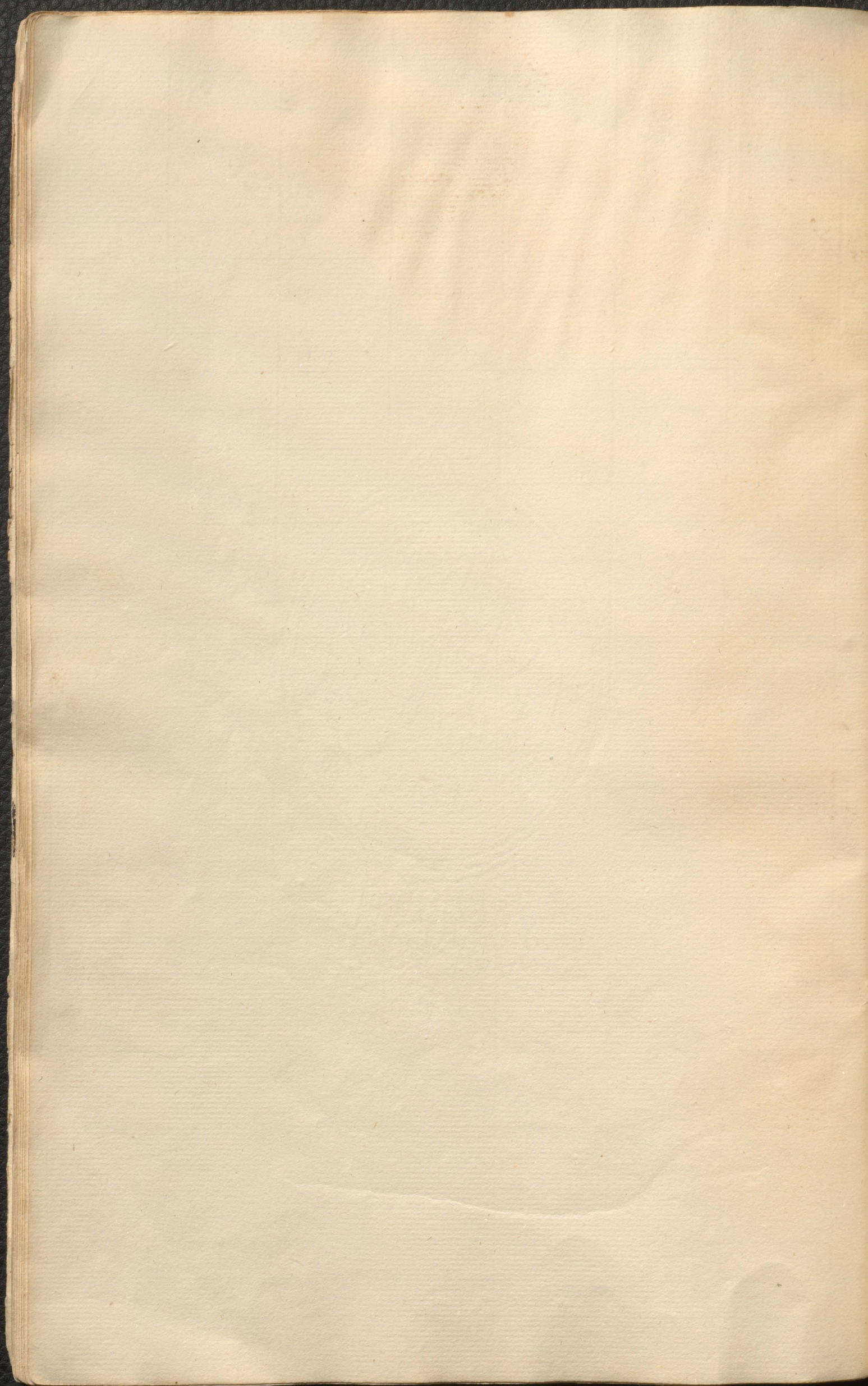


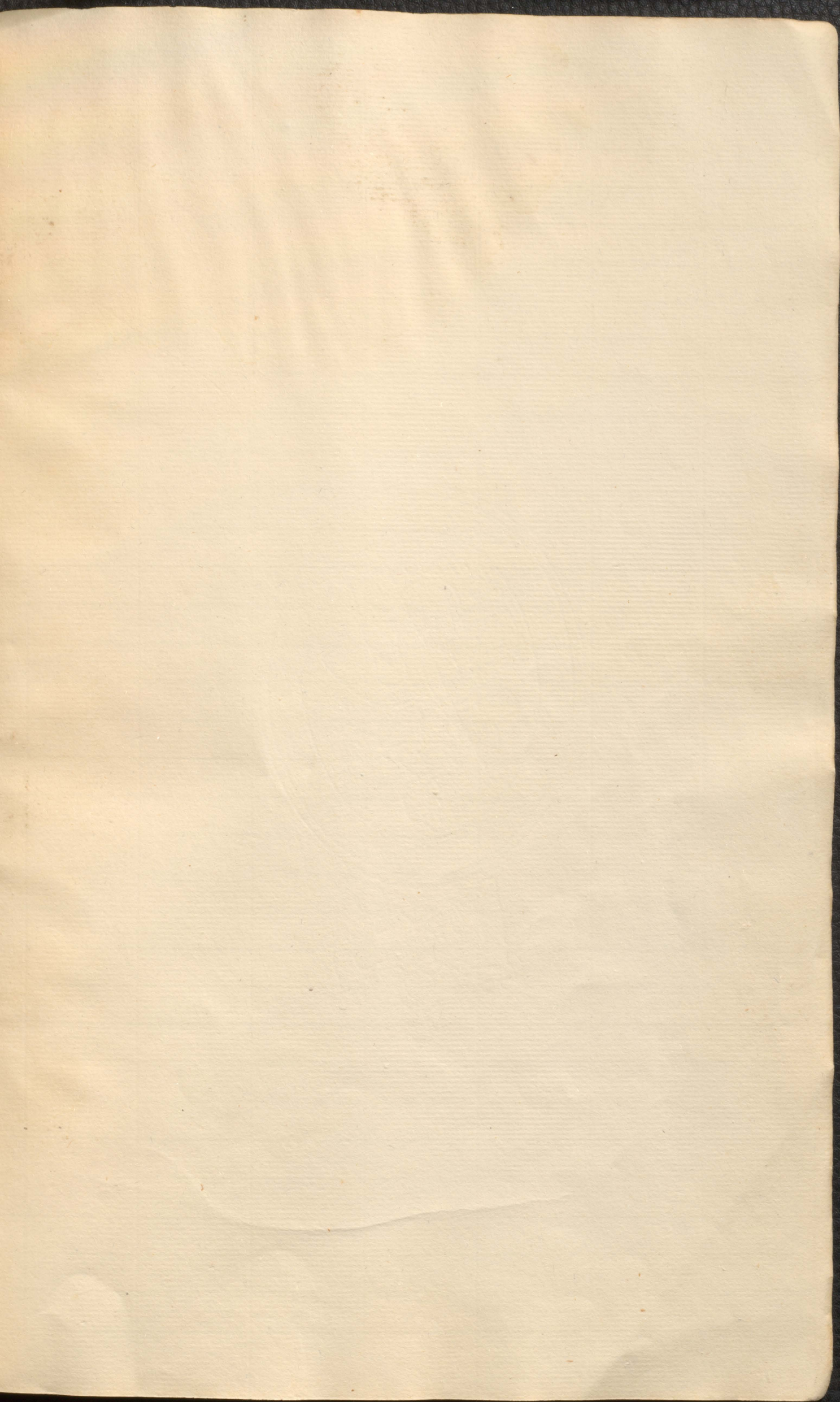


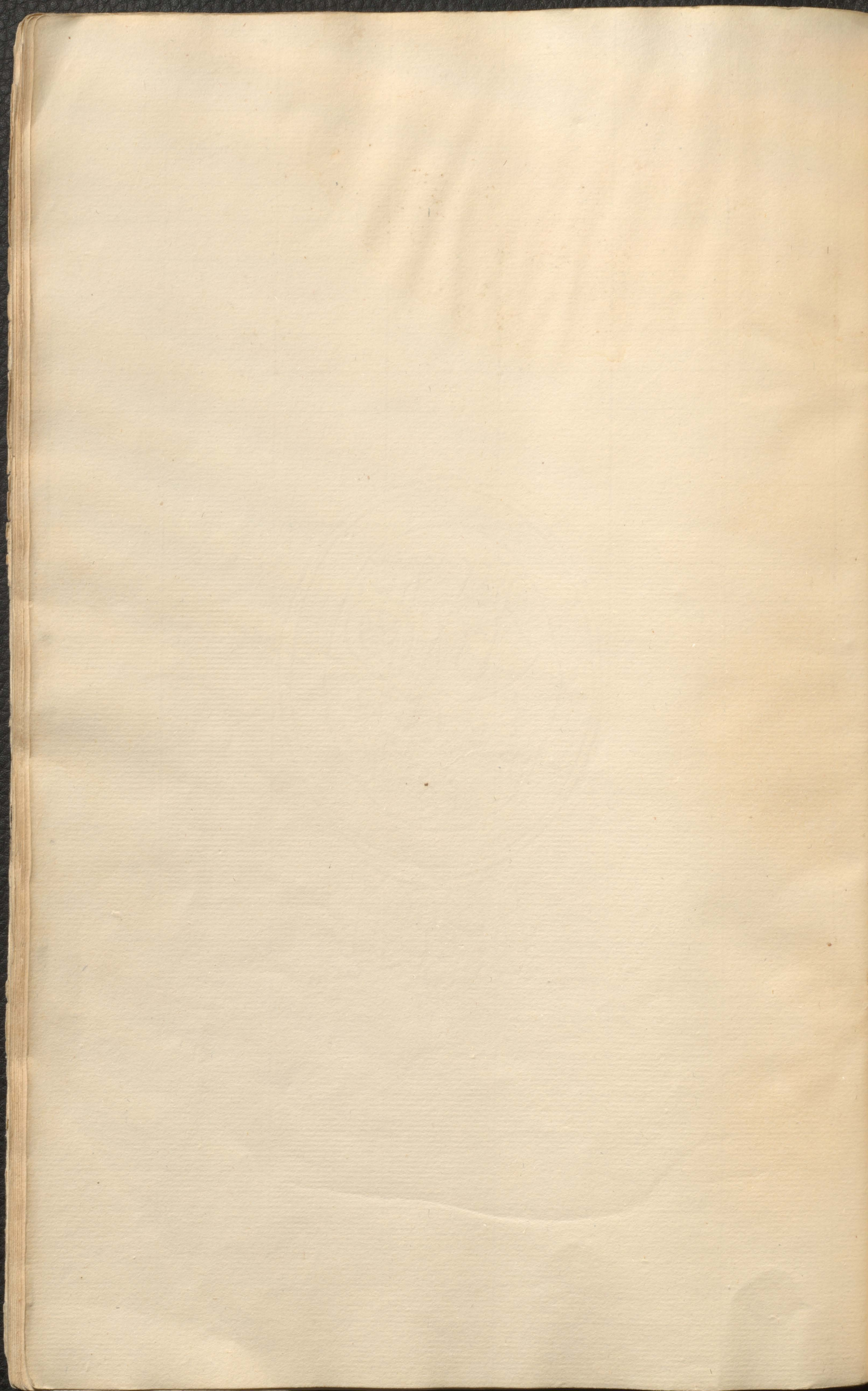


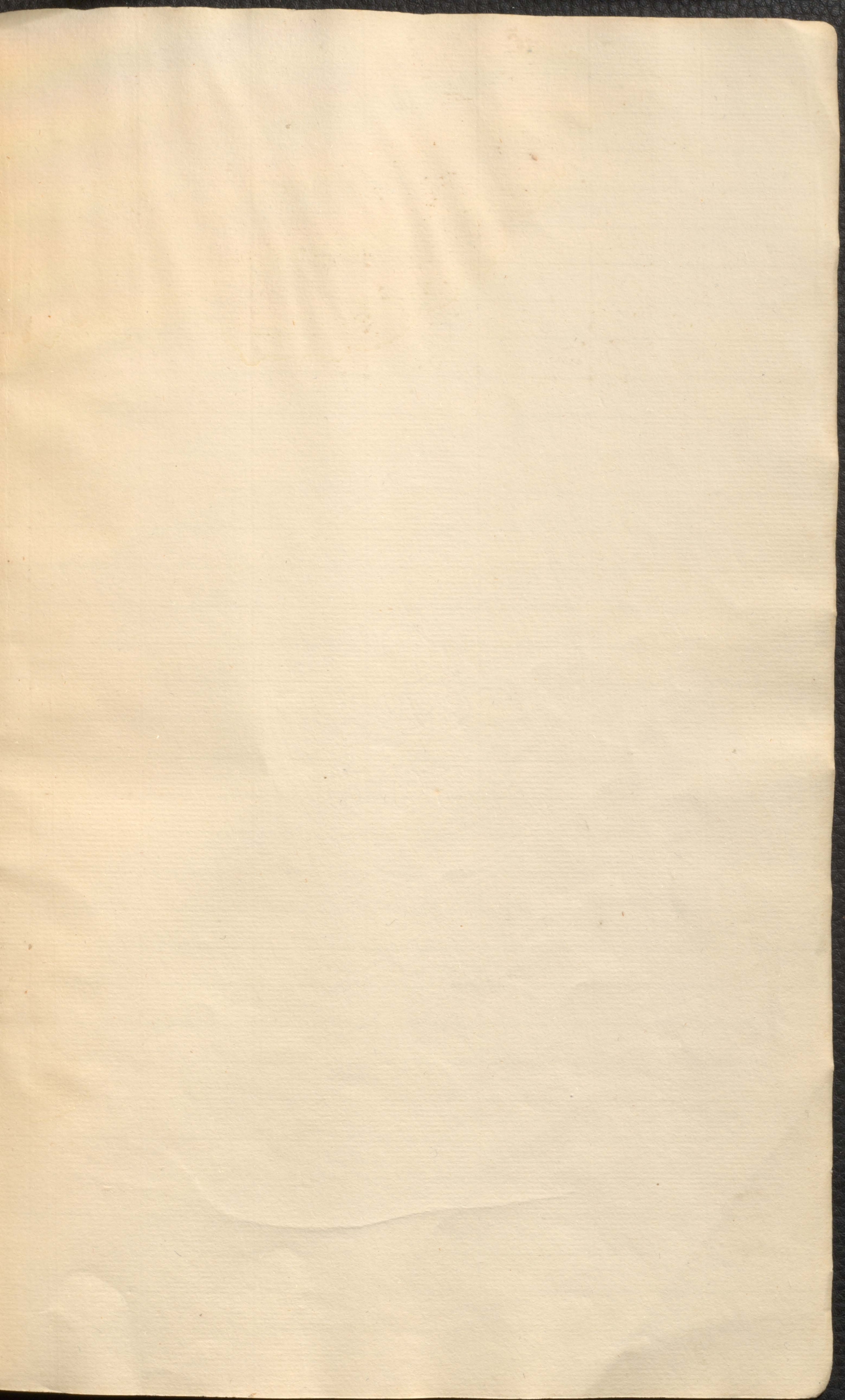


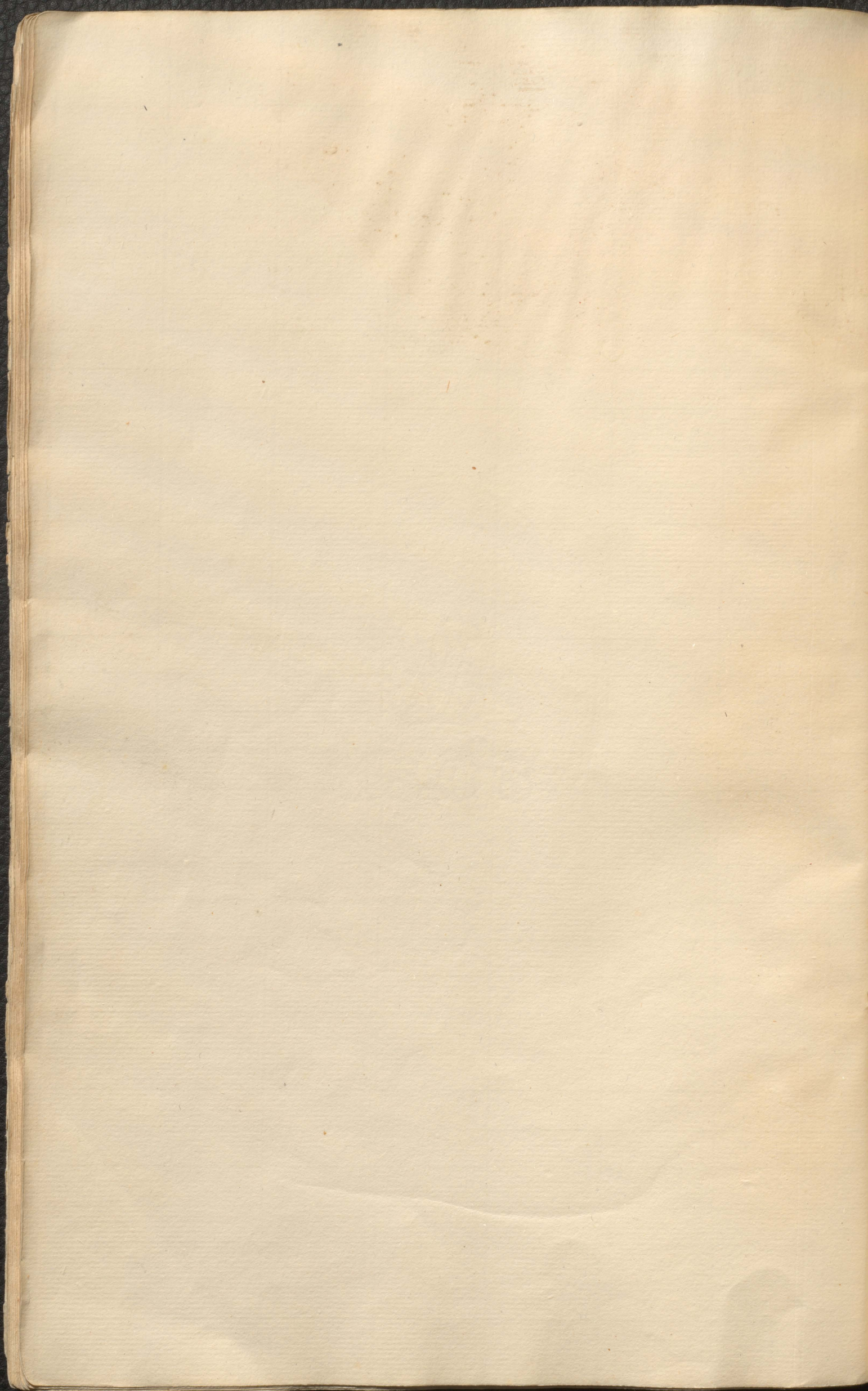




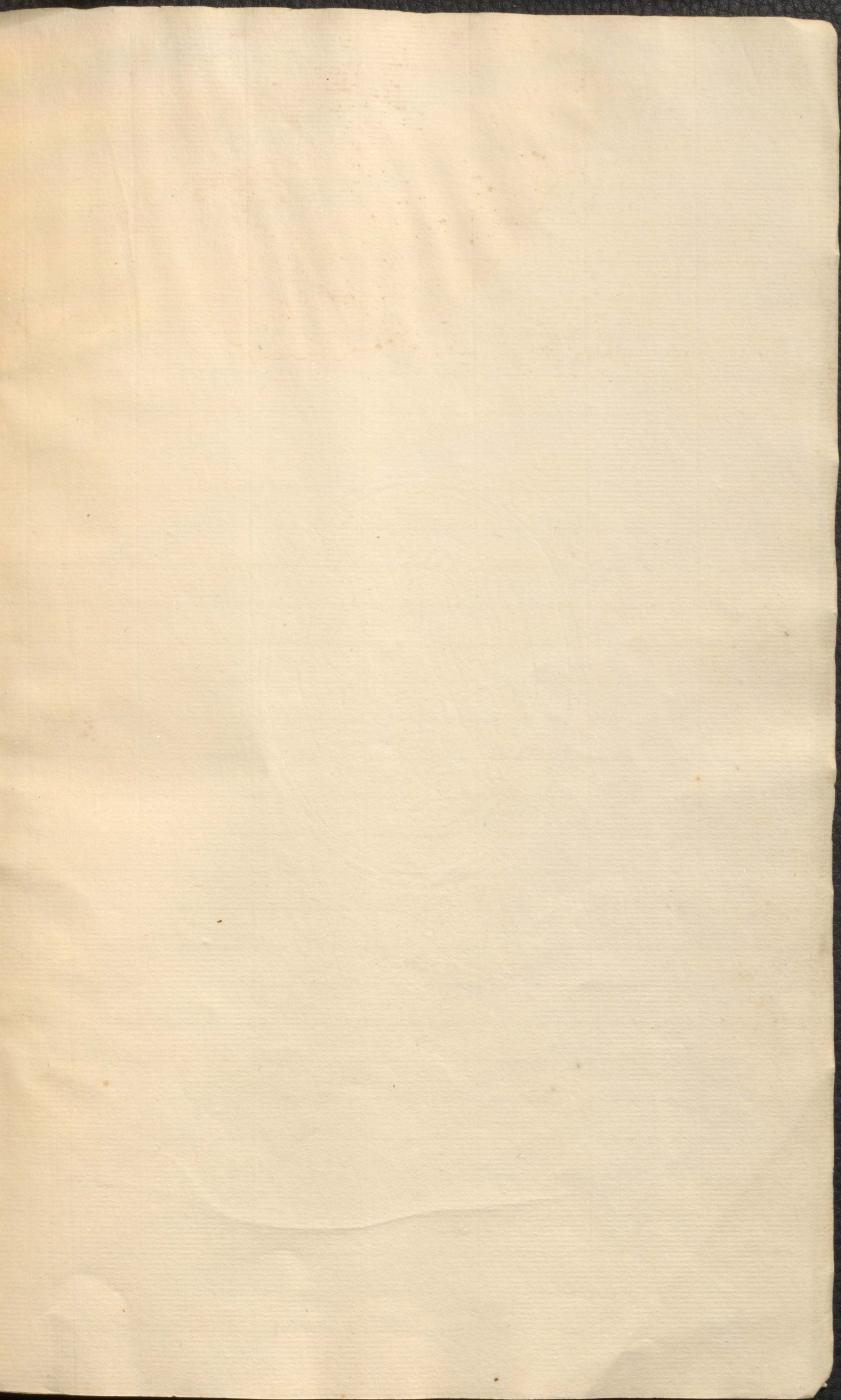


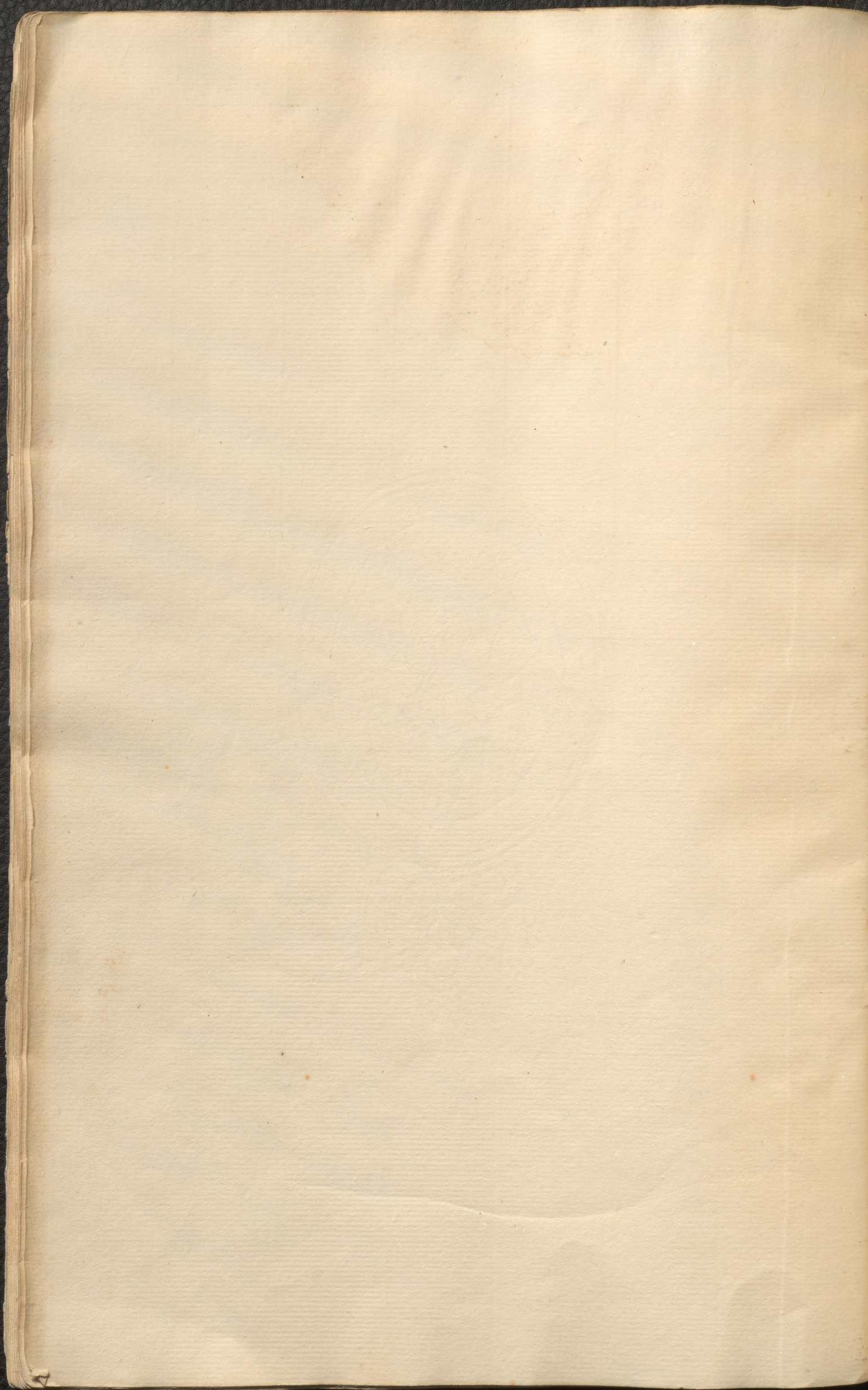


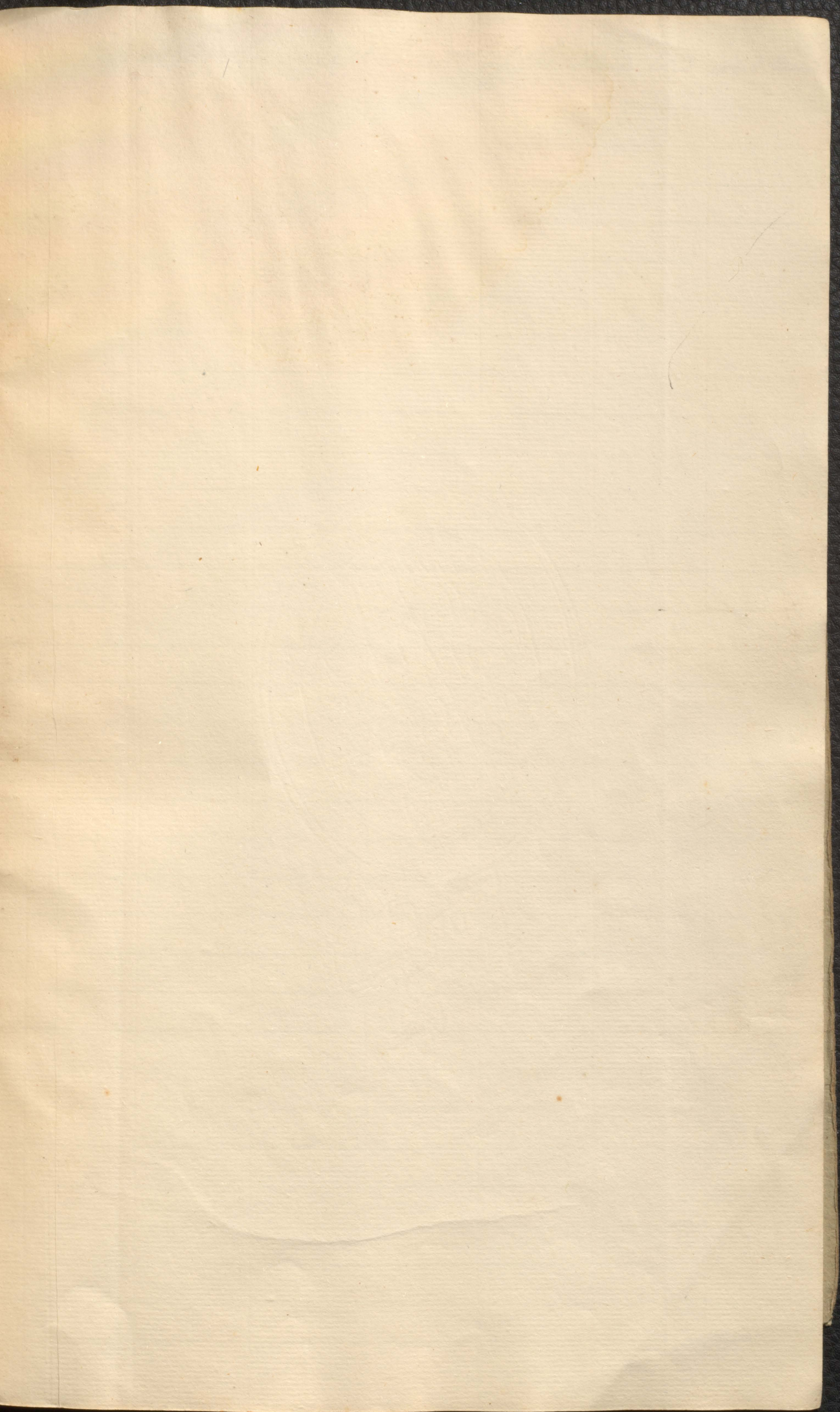


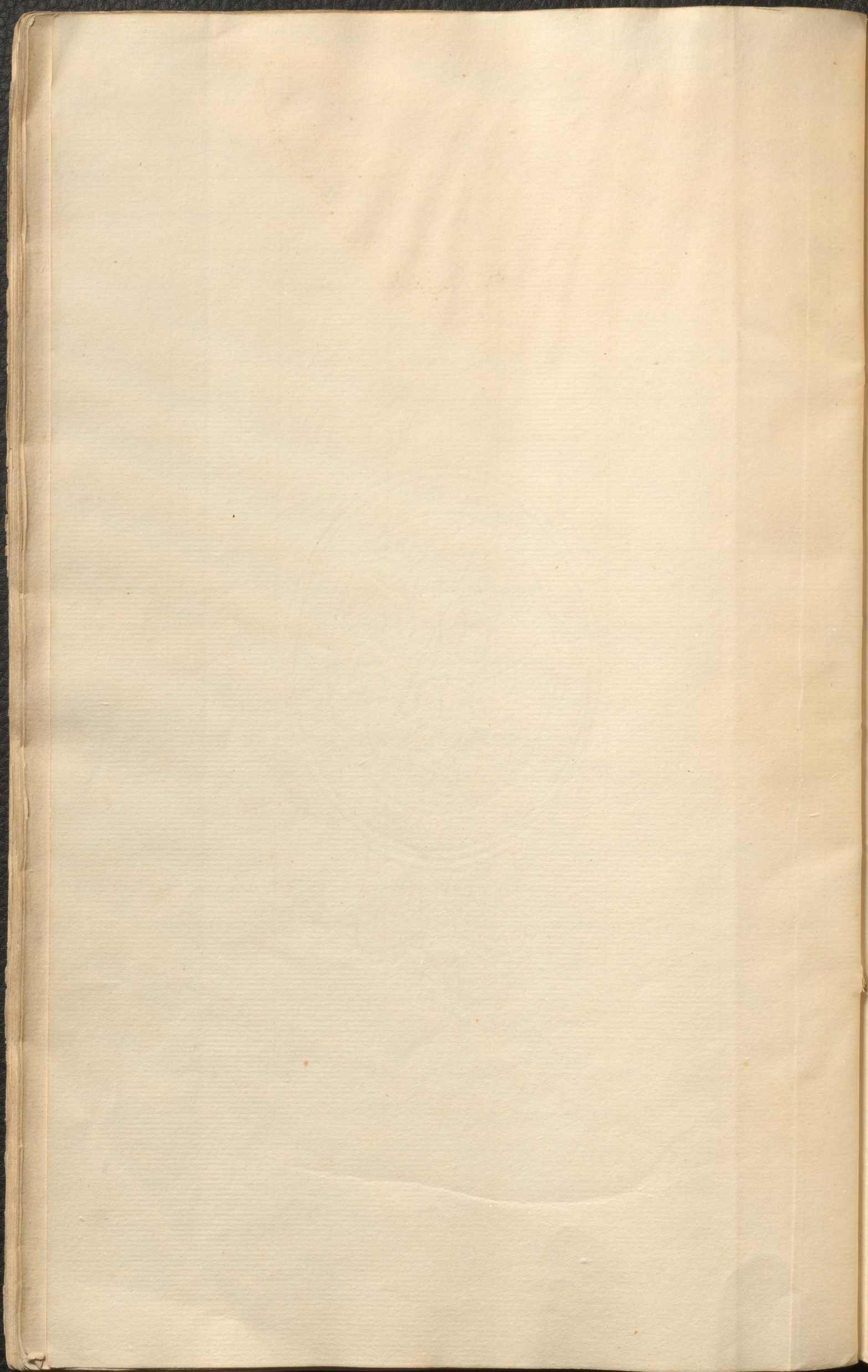












on by the Correspondents of the said Old and New  
Companies

