

AUTOGRAPHS AND DOCUMENTS

NAME

McTavish, M'Gillivray & Co.

DESCRIPTION

DATE

1806

SOURCE

DATE RECEIVED

ACC. NO.

CLASSIFICATION

CH 149 - 519

This Agreement made and
executed at Montreal in the Province of Lower Canada
this first day of December of the year one thousand &
eight hundred and six, By and Between
William M. Gillivray, Duncan M. Gillivray, William
Hallowell and Roderick M. Kenzie of Montreal
aforesaid Merchants and Copartners now trading
together under the name or firm of M. Tavish
M. Gillivrays and Company, of the First Part,
Angus Inaw of Quebec in the said Province,
Esquire, of the Second Part, and James
Hallowell, Junior, of Montreal aforesaid, Gentleman,
of the Third Part. Whereas the said
William M. Gillivray, Duncan M. Gillivray, William
Hallowell and Roderick M. Kenzie by articles of
Copartnership bearing even date with these
presents did consent covenant and agree to
renew assume and carry on the trade business
and Concerns of the late House or firm of M. Tavish
Frobisher and Company, and for this purpose did
stipulate and agree that a new House, or
establishment, under the said name or firm of
M. Tavish M. Gillivrays and Company should be
formed to conduct manage and carry on the said
business and Concerns for the space or term of seven
years to be reckoned and computed from the day of
the date of the said articles of Copartnership, and
that the shares in the said House or establishment
should consist of fifteen to be divided and held by
the

the parties to the said Articles of Copartnerships
 in manner as therein and thereby settled and
 determined. And Whereas there
 remained three of the said shares in the
 said House or establishment not appropriated
 which the said parties to the said articles of
 Copartnership reserved to themselves the right
 to appropriate and dispose of to such person
 or persons and in such manner as they
 should see fit. And Whereas the said
 M^r. Jarvis M^r. Gillivrays and Company have
 determined as to the appropriation of the said
 three shares, and agreed with the said parties
 to these presents, that two of the said shares
 shall be conveyed and transferred to the said
 Angus Shaw, and the other share to the
 said James Hallowell, to be by them
 respectively held retained and enjoyed,
 during the period of the said Concern, as
 hereinafter mentioned. These Presents
 therefore Witness, that the said M^r. Jarvis
 M^r. Gillivrays and Company in pursuance
 of their said Articles of Copartnership, and
 of this Agreement, HAVE transferred,
 conveyed assigned and sett over, and by these
 presents DO transfer, convey, assign, and
 sett over, two of the aforesaid unappropriated
 shares in the said House or firm of M^r. Jarvis
 M^r. Gillivrays and Company to the said
 Angus Shaw, and the said third
 and

and remaining share therein to the said James
Hallowell, Junior, to HAVE and to Hold to the
said Angus Shaw and James Hallowell, Junior,
and their legal representatives the aforesaid three
shares, in the proportion aforesaid, with all the
benefits and advantages arising or accruing
therefrom, in the same manner and as fully
and beneficially to all intents and purposes
whatsoever, as the said other Partners in the said
House or firm of M^r Jarvis M^r Gillivrays and
Company now hold their respective shares therein,
it being understood and agreed that the said
Angus Shaw and James Hallowell, Junior,
shall hold retain and enjoy, their said respective
shares and interest in the said Concern subject to
all the provisos, stipulations and conditions
mentioned and contained in the aforesaid articles
of Copartnership of the said House or firm of
M^r Jarvis M^r Gillivrays and Company respecting
the general management of the business thereof
and the manner of holding shares therein, (which
said Articles of Copartnership they the said Angus
Shaw and James Hallowell, Junior, declare
to have examined perused, and do hereby
severally approve;) and subject also to the other
terms and conditions hereinafter particularly
expressed.

And the said Angus Shaw on his part, doth
hereby assign, transfer and make over to the
said House of M^r Jarvis M^r Gillivrays and
Comp^y

and Company, all the right share and interest he now holds, retains, or is entitled to in the said North West Company as an active Partner therein consisting of two fiftieth Shares thereof, also all the right, interest, benefits, advantages or Commission, he the said Angus Shaw is, shall or may be entitled to claim, have, or receive, from the said North West Company, for managing the business of the department of the Kings Posts and Mingan, under a resolve of that Company made at the Grand Portage and bearing date the sixth day of July one thousand eight hundred and two; which said right shares Commission and advantages so held by the said Angus Shaw and hereby assigned to the said McTavish McGillivrays and Company shall be by them held retained and enjoyed during the period of their present Concern as limited in and by their aforesaid Articles of Copartnership, and be equally divided and distributed unto and amongst the parties hereto now Partners in that Concern in proportion to their respective shares therein.

That the said Angus Shaw shall attend to, and fulfill all the duties of his situation as an active partner in the said North West Company, and in the management of the said departments of the Kings Posts and Mingan, in the same manner as if this Agreement had not been made, nor shall the

the

Montreal, and his department of the business shall be, to keep the Books of Account of the said Concern with the assistance of such Clerks as may be judged necessary; and it is hereby understood and agreed the said James Hallowell shall not engage himself nor be concerned in any other trade traffick or business, that shall, may, or can, in anywise interfere with his said employment and engagement with the present Concern. u

That the said James Hallowell shall be held and bound, after the expiration of the present Concern, to wind up and close the business thereof, in the said Books of account, in a full, clear and sufficient manner, so as to shew a true and exact statement of the business of the said Concern, and the right share and interest of each of the partners therein; for which purpose the said James Hallowell shall devote and employ one year if requisite after the close of the said Concern, and for which duty there shall be paid and allowed him a consideration of five hundred pounds: But inasmuch as the said William Hallowell is already appointed in and by the aforesaid articles of Copartnership to manage and conduct the same department of the business of this Concern as that hereby allotted to the said James Hallowell,
Should

Should circumstances therefore require, or a majority of the Partners conceive it necessary the said James Hallowell shall be held and bound to take any other department of the business, and be active and employed in any other situation and in and about such other matters, as the interest of the Concern may require.

And whereas by the Articles of Agreement of the said North West Company bearing date the fifth day of July of the year one thousand eight hundred and two, it is amongst other things stipulated and agreed that every new Partner admitted or received into the said House or firm of M^r Jarvis Frobisher and Company, or into the business by them carried on as Agents of the said North West Company by whatever other name or firm that House may be called or known, shall be held and bound by the agreement admitting him a Partner to keep and observe all and singular the clauses stipulations and engagements in the said Articles of Agreement contained respecting the trade Commerce and speculations of the said North West Company under all the penalties therein mentioned; And the said James Hallowell having seen and examined the said articles of Agreement

the stipulations in the present Agreement contained be in any manner considered or construed to interfere with, impede, or delay, his said duties and obligations to the said North West Company.

That the said Angus Shaw, shall, with the assistance of such Clerks as may be judged necessary, conduct and manage all the affairs and business which the said House of M^r Jarvis M^r Gillivray and Company may have to transact at Quebec aforesaid, for which purpose he shall continue to reside at Quebec during the period of the said Concern, unless the affairs and business thereof should require his attendance at Montreal, or at, or in, any other place or situation (and at all which the said Angus Shaw shall and will attend, go, and remain,) the better to conduct and manage the said Affairs and business, according as a majority of the Partners in the said Concern shall determine; And it is understood and agreed that whenever the business of this Concern shall require the attendance of the said Angus Shaw at any other place, or in any other situation than at Quebec aforesaid, then and in that case he shall thereupon cease to be an active Partner of the said North West Company, and shall also relinquish his Situation as manager of the Kings Posts and Mingan aforesaid.

That there shall be allowed and paid by the said Concern to the said Angus Shaw a sum of
One

one hundred pounds per annum to defray the rent of his Stores, besides which there shall be paid and allowed to him all the necessary and actual expenditures for the wages of his Clerks. &c

In case of the death of the said Angus Snaw, before the expiration of this Concern, his heirs, executors, or legal representatives, shall be entitled to claim have and receive all the right, interest and benefit in the said two fiftieth shares the said Angus Snaw held in the said North West Company in the same full and beneficial manner they and each of them would have been entitled to claim have and receive the same had this agreement never been made, it being the intent and meaning of the parties hereto, that in such case the said House of McTavish McGillivray and Company shall, and they hereby do, renounce all right or claim to the said Shares, and the profits and advantages to arise therefrom at and after the next ensuing annual day of settlement of accounts following the decease of the said Angus Snaw during the said Concern. &c

That the said James Hallowell shall and will reside constantly in —
 Montreal

Agreement of the said North West Company, doth accept and approve thereof, and doth hereby promise bind and oblige himself well and truly to fulfill comply with and observe the same and every part thereof in as far as regards the carrying on any trade Commerce or business, or being therein concerned or interested, either directly or indirectly to the prejudice of the interests of the said North West Company during the period of their aforesaid Agreement, under all the pains and penalties stipulated in that agreement. —

That it shall be permitted and allowed to the said Angus Shaw to draw out of this Concern annually to support and defray his ordinary charges and expences, a sum of fifteen hundred pounds, and to the said James Hallowell a sum of Six hundred pounds. —

And whereas it is found inconvenient at present, from various circumstances, of which the said parties to these presents have a knowledge, that the names of the said Angus Shaw and James Hallowell, should be announced and appear publicly as Copartners in the said House of McTavish Mc Gillivray and Company, it is hereby understood and agreed, that as soon as circumstances will permit and it conveniently can be done without loss or injury

injury to the general business of the Concern of which the Partners residing at Montreal shall determine, the said Angus Shaw and James Hallowell, or either of them shall be announced and declared to be Partners or a Partner in the said House, that in the mean time the said Angus Shaw and James Hallowell shall hold their respective shares and interest in the said Concern, and be in every other respect taken held and considered as Partners therein, as fully and effectually to all intents and purposes as the other parties hereto, and in as beneficial a manner as if their names had been announced and declared as Partners as aforesaid, on the day of the date hereof. -

In Witness whereof the said parties to these presents have to three parts hereof set their respective hands and Seals the day and year first above written.

Signed Sealed & Delivered
in the presence of -



1776