

Agreement of
24 July 1790

Articles of Agreement entered into at the Grand Portage, between M^r Jarvis, Frobisher & Co Nicholas Montour, Robert Grant, Patrick Small William McGillevray, Daniel Sutherland, John Gregory, Peter Pangman & Alexander McKenzie for the purpose of carrying on a trade on their Joint Accounts to that part of the Indian Country commonly called the North West or else where as the parties may hereafter agree, to be divided into twenty shares, of which M^r Jarvis Frobisher & Co are to hold six twentieths, Nicholas Montour two twentieths, Robert Grant two twentieths, Patrick Small two twentieths, William McGillevray one twentieth, Daniel Sutherland one twentieth, John Gregory two twentieths, Peter Pangman two twentieths and Alexander McKenzie two twentieths in all profits and loss arising from thence, to commence with the first Outfit of the year 1792 and to continue thereafter for the full and compleat term of seven years. —

(Seventeen different Articles of Agreement are then recited. —)

In Witness

Witness whereof we have hereunto set our hands
and Seals at the Grand Portage this twenty fourth
day of July one thousand seven hundred and
ninety. -

(signed)	M Tavis, Trobisher & Co	(S)
	Nicholas Montour. -	○
	Robert Grant -	○
	Patrick Small -	○
	Wm McGillevraye -	○
	D. Sutherland -	○
	John Gregory -	○
	John Gregory - by pr of atty from P. Pansman	○
	Alexr McKenzie -	○

Whereas by an Agreement entered into the fourteenth day of September One thousand seven hundred and ninety two; Grant Champion & Company were admitted Partners with the North West Company, and became Proprietors of one forty sixth share therein for a period of Six years then to ensue, under certain Stipulations and Conditions therein expressed, and particularly that the said Grant Champion & Co. should not by themselves or Agents in any manner interfere in the said North West Trade by themselves or their Agents. And Whereas it appears that the said Grant Champion & Co. have infringed their said Agreement by supplying Persons with Goods who have penetrated into the said Country, and thereby rendered themselves liable under the said Agreement to the said North West Company.

Now know all Men by these presents that in order amicably to arrange and finally determine all matters in difference, the said Grant Champion & Co. do hereby consent and agree to give up and dispose of their said forty sixth share in said Concern to Mr Tavish Frobisher & Co. as Agents to the North West Company, upon the following Stipulations and Conditions.

1st The said Grant Champion & Co. hereby sell and dispose of their said Forty sixth share in the said North West Company to the said Mr Tavish Frobisher & Co. with all their rights pretensions and Claims therein, with all profits and advantages arising therefrom since the period of its Commencement, for which purpose the said Grant Champion & Co. hereby substitute the said Mr Tavish Frobisher & Co. agents as aforesaid, in their stead and Place.

In consideration whereof,

2^d The said Mr Tavish Frobisher & Co. hereby also agree to pay and discharge every Debt and demand that now is, or at any future period may be due and owing by the said Grant Champion & Co. in their quality of Partners in the said North West Company

The

3 The said M^r Tavish Frobisher & Co also agree, and hereby bind and oblige themselves to pay to the said Grant Campion & Co on the first day of October One thousand seven hundred and ninety six, the sum of Five hundred hundred Pounds Currency.

4th And Whereas the said Grant Campion & Co are Creditors to a considerable amount of certain Persons Trading to the North West Country viz^t Messieurs Cannavan and Corabel in the sum of Two thousand and ninety five Pounds nineteen shillings and eleven Pence halfpenny Currency; Messieurs Attona & Braubien in the sum of Three thousand four hundred and ten Pounds five shillings and one penny three farthings Currency; and Gabriel Attona in the sum of Five hundred and thirty two Pounds ten shillings and four pence halfpenny Currency. Now the said M^r Tavish Frobisher & Co hereby consent and agree to Guarantee the said Debts to the said Grant Campion & Co, provided the said Persons Consent and agree that the said balances or Debts are by them justly due and owing to the said Grant Campion & Co, for which purpose one of the Partners of the said Grant Campion & Co shall proceed the ensuing Spring to the Grand Portage in one of the North West Canoes in order to ascertain the same, and to make such arrangements for the recovery thereof as shall be considered most conducive to the interest of the said North West Company.

5th And the said Grant Campion & Co do hereby in consideration of the beforementioned sum to be paid, and guarantee to be performed on the part of the said M^r Tavish Frobisher & Co not only quit all pretensions to profit and advantage arising from their said Share in the said Company, but specially Covenant and Agree that they will not individually or collectively carry on any Trade to that part of the Indian Country commonly called the North West, nor shall they by themselves or Agents in any manner or any account interfere with the Trade of the said North West Company during the period of their Concerns either by supplying other Persons with Goods for that purpose or Otherwise.

In Testimony whereof the said Parties have hereunto interchangeably set their Hands and Seals this twelfth day of December, one thousand seven hundred and Ninety five

In presence of
Walker
Charles Brant

Signed / Grant Campion & Co
M^r Tavish Frobisher & Co
Agents for the North West Company

City
Agreement with
Grant Campbell Esq
and
Mr. Thomas Fothergill Esq
for the purchase of land
Dated Montreal
12th December 1795
