

In consequence of a conditional Agreement having been entered into by M^r Tavish Frobisher & Co. with Todd McGill & Co. and Forsyth Richardson & Co. of this Place merchants, for admitting the said Todd McGill & Co. and Forsyth Richardson & Co. as Partners into the North West Trade carried on by the said M^r Tavish Frobisher & Co. & their Associates, the said conditional Agreement having been taken into Consideration by the said M^r Tavish Frobisher & Co. and their Associates at the Great Carrying Place, and a Majority of the said Associates having agreed that the said Todd McGill & Co. and Forsyth Richardson & Co. with Alexander Henry, also Grant Campion & Co. both of this City Merchants, should be received Partners in the North West Trade, the following Agreement is now entered into, by the said M^r Tavish Frobisher & Co. & their Associates on the one Part, & the said Todd McGill & Co., Forsyth Richardson & Co., Alexander Henry, & Grant Campion & Co. on the other Part: *Viz*:

- 1st The said M^r Tavish Frobisher & Co. & their Associates consent and agree to extend the Shares of the North West Trade from Twenty to Forty Six Shares.
 2. That these Forty Six Shares shall be held by the Parties hereafter named *Viz* M^r Tavish Frobisher & Co. for their former Concern Twelve Shares, Nicholas Montour Two Shares, Robert Grant Four Shares, Patrick Small Two Shares, William McGillivray Two Shares, Daniel Sutherland Two Shares, John Gregory Four Shares, Peter Pangman Four Shares, Alexander McKenzie Four Shares, Angus Shaw Two Shares, Cuthbert Grant one Share, Roderick McKenzie one Share, Todd McGill & Co. Two Shares, Forsyth Richardson & Co. Two Shares, Alexander Henry one Share, & Grant Campion & Co. one Share in all Forty Six Shares, and the Shares thus agreed to, the Concern is to begin with the outfit from Montreal in the Spring One Thousand seven hundred and ninety three, and to continue for six years.
 3. That the Mode of carrying on this Business is to be conformable to an Agreement entered into between the aforesaid M^r Tavish Frobisher & Co., and their Associates at the Grand Portage 24th July 1790. except in as much as this present Agreement varies or alters the same.
 - 4th That the following Partners in this Trade are in future to carry it on & conduct it, *Viz*: the present Firm of M^r Tavish Frobisher & Co. consisting of Simon M^r Tavish, Joseph Frobisher, James Hallowell, & John Gregory, are to manage the Business at Montreal. And John Gregory, one of the Partners of the House of M^r Tavish Frobisher & Co. with Daniel Sutherland are annually to go to the Grand Portage, to transact the business at that Place, conformable to a Resolution of 21 July 1791 without any other Consideration than is stipulated in the aforementioned Agreement of the 24th July 1790. And the Partners to winter & carry on the Trade in the interior parts are, Robert Grant, William McGillivray, Peter Pangman, Alexander McKenzie, Angus Shaw Cuthbert Grant, & Roderick McKenzie, being seven in Number, but two of this Number are to have it at their Option to winter at Montreal annually in Rotation, or as they may agree amongst themselves, on paying for a proper & fit flock, in each of their places (observing that
- Cuthbert

10th

It having been stipulated by the sixth Article of the Conditional Agreement entered into at Montreal on the 18th of June last that Todd McGill Esq & Forsyth Richardson Esq should sell their Agreement with J Hudson for carrying on Trade to Nipigon to the North West Company, & the said Company wishing now to decline it, the said Todd McGill Esq & Forsyth Richardson Esq resume the said Agreement for their own Account, & are in Consequence at Liberty to carry on the Trade to Nipigon and its dependencies in the best manner they can, provided they do not establish any Posts or places of Trade on the Lake Winipigue, or River falling into said Lake, called the River of Winipigue, & the said McTavish Frobisher Esq & their Associates oblige themselves not to interfere in any manner with the Nipigon Trade, or send to places nearer to it than the River de Tremble, & the Portage de L'Isle.

11th That the said Todd McGill Esq and Forsyth Richardson Esq in agreeing not to carry on Trade to the Great carryingplace or North West country do not as also Alexander thereby restrain themselves from selling Goods to persons going to Fond du Lac Superior, Sources of Mississippi or St Pierre, altho that by these Routes it is possible to get into the North West Country, nor shall such selling be construed a breach of this Agreement.

And for the true Performance of this Agreement the Parties bind themselves in the penal Sum of Five Thousand Pounds Sterling Money of Great Britain, to be paid by the Party failing, their Heirs Executors & administrators, to the Party observing, their Heirs Executors and administrators, or willing to observe the same

~~The words "as also" with reference to Henry & Grant & Campion Esq~~ being interlined before signing

In Testimony whereof the Parties have hereunto set their Hands & Seals this fourteenth day of September One Thousand four hundred & Ninety two, At Montreal aforesaid

It is to be observed that whenever the name of Alexander Henry is mentioned in this Agreement, the firm of Alexander Henry Esq is understood

Signed Sealed & delivered in presence of
George Gillespie
John Porteous

McTavish Frobisher & Co

Simon McTavish
for Robert Grant

Simon McTavish
for William Mc Gillivray

Simon McTavish
for John Gregory

Simon McTavish
for Peter Pangman

4th

2790

Cuthbert Grant and Roderick McKenzie being the youngest Partners, their Notation in point of right to be the last) except Cuthbert Grant & Roderick McKenzie who in consideration of the smallness of their Shares are to be paid annually the sum of Two Hundred Pounds for their services in the Indian Country, & in the Event of their coming to Montreal are not bound, to provide Clerks in their Places, as are the others, by the third Article of forementioned Agreement of 24th July 1790.

5th

That as Todd McGill Esq. & Forsyth Richardson Esq. Alexander Henry & Grant Champion Esq. are exempted from attending in any manner to this business; they are therefore to pay the wages of three Clerks, but not to exceed Two Hundred Pounds Currency each Clerk, that is to say, that Todd McGill Esq. shall pay one Clerk, Forsyth Richardson Esq. one Clerk, & Alexander Henry, with Grant Champion Esq. one Clerk

6th

That no new Partners are to be admitted into this concern, except such as already are, or may become Clerks to the same, and the Shares not to be extended to any greater Number than they now are, and it is agreed that Simon Fraser (at present in the Indian Country & a Partner of Le Sieurs.) is the first to be provided for, & received as a Partner for one Fortysixth Share in this Concern.

7th

That the said Todd McGill Esq. Forsyth Richardson Esq. Alexander Henry & Grant Champion Esq. Having become Partners in the North West Trade are not to carry on any Trade to the Grand Portage or the interior parts of the Country called the North West during the Continuation of this Concern.

8th

That should any Differences arise between the Parties to this Agreement, said Differences are to be determined by Twenty Six Voices, and for that Purpose it is understood that each Fortysixth Share gives the right of one Voice, as also that such Voices may be given either in person or by Power of Attorney at the Grand Portage, for which purpose such of the Partners, as do not go to the Grand Portage from Montreal, or may remain in the interior Country, will be careful to name & appoint their Attornies to meet at the Grand Portage annually in the Month of July in order to Act for them by Vote in their absence

9th

As Todd McGill Esq. and Forsyth Richardson Esq. have imported Goods with a View to carry on Trades to the Grand Portage & North West, which Goods they will not have occasion for, seeing they become Partners with Mr. Jarvis Frobisher Esq. & their Associates. It is agreed by the said Mr. Jarvis Frobisher Esq. that they will receive and take to account of the North West concern, such goods as are usually required in the Trade & not fit for the Indian Trade in general which the said Todd McGill Esq. & Forsyth Richardson Esq. may not have Occasion for, at Cost & Charges, the said Mr. Jarvis Frobisher Esq. accounting for them as if they were to be imported in Spring 1793.

10th

Simon M^c Tausik
for Angus Shaw

Nicholas Montour

Todd McGill & Co. being Isaac Todd James McGill
Andrew Todd, Fran^{co} Les Rovers and
Andrew McGill

Josyph Richardson & Henry Thomas Josyph
John Richardson & John Josyph

Alexander Henry for self and
Alexander Henry Jun^r - }

Samuel Gerrard, for self
William Grant & Etienne Campion

North West Co.
agreement for 6 years
11th September 1792

W.H.

NAME

North West Co.

DESCRIPTION

Agreement

DATE

1792

SOURCE

DATE RECEIVED

CLASSIFICATION

CH 148 · 518

NORTH-WEST COMPANY

Articles of Agreement for a partnership between
McTavish, Frobisher & Co. and Todd, McGill & Co.
and Forsyth, Richardson & Co. as well as Alexander
Henry and Grant Champion & Co. Montreal, 14
September 1792.