

## IMPORTANT HUDSON'S BAY COMPANY DOCUMENT

While in Montreal early in July, 1931, I had the pleasure of handling and reading a real find in an historical sense.

I was in the Saint Sulpice Library in that city and Mr. Aegidius Fauteux showed me a copy of the original agreement between the Hudson's Bay Company and the North West Company made in 1821 for their union. This is the only copy that is known to exist. The Hudson's Bay Company doubtless have theirs, but it cannot be found. *The Canadian Historical Review* will later publish the document in full, but the following analysis will prove of value to readers of the *Washington Historical Quarterly*.

The document is contained in twelve pages of parchment, each twelve by twenty-seven inches. It is very neatly engrossed and legible. It is signed by the Hudson's Bay Company's Secretary, with the seal of the Company attached, and by Simon McGillivray, Edward Ellice and William McGillivray.

The agreement is made in triplicate, dated 26th March, 1821, between the Governor and Company of Hudson's Bay, etc., and William McGillivray of Montreal, Simon McGillivray of London, and Edward Ellice of Spring Garden Road, "who have control of the North West Company."

Its principal provisions are:

The trade is to be in the name of the Hudson's Bay Company; to be carried on from London and the agreement to run for twenty-one years.

All goods of both parties in London on 1st June, 1821, to go into capital.

Stock in transit for 1821 trade to be carried to its destinations by the North West Company and to be taken into capital at regular North West Company figures.

All other goods of both companies to go into capital.

All debts due by Indians on 1st June, 1821, to both companies to go into capital.

Employees' debts to both companies up to one year's wages to go into capital, the surplus above one year's wages to belong to original creditors.

Hudson's Bay Company House and its ships as of 1st June, 1821, to be valued and go into capital.

The intention being that capital should be equally contributed, £5000 shall be taken off the amount of the Hudson's Bay Com-

pany's and added to the North West Company's in settlement of their troubles, the difference then remaining shall be made good by the party to equalize contributions, such payment to be made on 1st June, 1822, with interest from 1st June, 1821.

The Northwest Company is to send in a list of its posts and to deliver over same on demand.

The forts themselves shall have no value affixed to them in ascertaining what each puts in.

The business shall be managed by a committee of five: the Governor of the Hudson's Bay Company, ex officio; Andrew Colvile, Nicholas Garry, Simon McGillivray and Edward Ellice, at the commencement, until a meeting makes selection. Three to be a quorum, but one of the three must be a North West Company representative.

All contracts of both companies to be taken over by the new company and all expenses to be borne by the new company except colonization.

There were one hundred shares,—twenty to the North West Company, twenty to the Hudson's Bay Company, forty to *engagés*, five to Lord Selkirk, five to Ellice and McGillivray and ten to be allotted later.

A council of Chief Factors and Chief Traders to direct the trade, (lengthy provisions thereon). The majority was to decide questions with the consent of the Governor, otherwise two-thirds required.

If one company fails to hand over its forts, notice to be sent and the new company wound up.

At the end of 1843 account to be made up and property to go to its original owners and adjustments to be made.

The above are notes made at the time of examining the document in Montreal.

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