

## P075 Fonds de la famille Gibb

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## P075 Gibb Family Fonds

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1817

Oct. 23	Recept.	300	✓
31	do	500	✓
Nov 8	do	100	✓
10	do	100	✓
19	do	300	✓
25	do	100	✓
29	do	150	✓
Dec 2	do	100	✓
4	do	350	✓
Apr. 14	April 1 - 100 } April 14 - 100 }	293.16.57	
31	do	136.3.6	
		3000.0.0	

Aug 12	bush -	200
26	do	140
29	do	110
Sept 15	do	200
Oct 1	do	100
2	do	500
		<hr/>
		1250

construction of

On relinquishing the Interest for the term of two years on the Balance  
that may be due to me on the 1<sup>st</sup> of May next - I stipulate that,  
the sum of £3000 shall be paid to me between this date and the  
said 1<sup>st</sup> of May - and £1000 during each six months of the two  
subsequent years making a sum of £4000 during those two  
years at the expiration of which period say on the 1<sup>st</sup> of May  
1820 the interest on the remaining Balance shall then become  
- mine -

I stipulate also that the Partnership shall be renewed by  
some convenient time between this and the 1<sup>st</sup> of May next for the  
period of 3 or 4 years to commence on the said 1<sup>st</sup> of May with the  
privilege of introducing my Son Bruce into any new concern  
that may then take place or a partner that is to say at the  
termination of the period assigned for the present renewal if  
he or I should wish for it -

As I ~~intend~~ intend quitting the premises I now occupy when  
my new Buildings shall be completed ~~and~~ I mean that you should  
assume the occupancy thereof at such rent as we may then  
agree upon reserving to myself the exclusive use of the Garden  
with free ingress and egress into the premises at all lawful hours  
~~with a share of your present Office~~  
~~with the use of the Office or my own private off~~ Business and  
the winding up of my own outstanding Accounts a Current  
transaction that I may have - Turn Over -

The stipulations on the other side annexed are acceded to  
by the parties interested that is to say Beniah Gibb, Thomas Gibb  
James Duncan and Joseph S. Kallmyer the three latter  
forming the copartnership of Gibb & Kallmyer in presence of  
John Parker and Francis Badgley as witnesses

Montreal 22 Octr 1819.

Witnesses

Francis Badgley

John Fisher

Beniah Gibb

Thomas Gibb

James D. Gibb

Joseph S. Kallmyer

Plan of the new Arrangement  
of A. & R from S. Ward 1818  
and 3<sup>rd</sup> year. Pg. F. B.

G & K. due for Act for Griffon 32 May 1818. day 1 May — 13.5.21. 3. 4

to be reduced by 4 payments, each 6 Months, £1000 each by

1<sup>st</sup> May 1820 with the Interest 4000 . . .

which would be £ 9521 3. 4

but instead of that, the A/C 1 May 1820 is

10.5.56.6.2%

9521 ..3.4

James £ 1035.3.10% due on the  
above amount

Minutes from the Act passed by H. Griffin 22 May 1818 between  
Gibbs & Hollings & B. Gibby  
Viz after the Preamble before Notaries &c it refers to a former  
agreement of 25 May 1815, where they have bought all the  
old & new Stock of Goods amounting to £25000  
& how they have paid thereon accordingly & referring to another  
agreement in 22 Oct<sup>r</sup> last past & referring to the A.C. bearing  
a balance due to B.G on the 1<sup>st</sup> of Present Month of £13550.<sup>11</sup>  
& 21 pounds 3/4 Currency — Then Qd to bind themselves & Heirs  
to pay B.G or his Heirs &c the above sum of £13521-3-4 for  
in Manner following, Viz £4000 as follows, viz. in 4 equal  
half yearly payments of £1000 each, running from 1<sup>st</sup> of this  
present Month, the first payment payable 1 Nov<sup>r</sup> next & the  
2<sup>d</sup> payment on 1<sup>st</sup> May next ensuing 1819, the 3<sup>d</sup> payment  
1<sup>st</sup> Nov<sup>r</sup> same year & the 4<sup>th</sup> payment 1<sup>st</sup> May 1820 without  
Interest, & the remaining sum of £9521-3-4 owing by  
G & H. to commence bearing Interest after said first May  
1820, but diminishing proportion as payments are made  
thereon, the said interest payable yearly, nevertheless it is  
understood, if they are not able to pay the balance in 18 Months  
as they promise to do. Then they shall be entitled to a further  
delay of from 2 to 3 years on paying the Interest thereof  
& for security of the above sum of £13525-3-4 & Interest they  
bind themselves & Mortgaze all their property real & personal  
Then it runs on again that when their Possession  
expenses which will be on the 1<sup>st</sup> November 1821, that I have  
a right of placing my Son Benjamin (now a minor) into the House  
Concubine that may then be found among them & have an  
equal share with them, Then it runs on about occupying the  
House as per agreement of 1 May 1815, but should I quit the House  
they will pay such rent as may be agreed upon, reserving the  
Garden, & Counting House &c

C  
Extract from G. H. C's  
of a Transaction by Grigore  
of 22 May 1818

Montreal,

Mr. Benwick Gibb.

To Gibbs and Company Dr.

1024		
April. 9 <sup>th</sup>	a Superfine Gray Hunter's Cloth Frock Vest coat.	5. 10-
	a rich Black Fig'd Silk Velvet Vest. for.	1. 5-
May. 22.	a Superfine Cloak Cloth Coat.	5. 10-
June 12.	For Son, Daniel Orkney Gibb, a gray twill'd Nankin Dress. with one Row Buttons.	1. 10-
24.	for self. 2 fine Welsh Flannel Shirts. @ 15/-	1. 10-
Aug. 14	a Brown Spanish Striped Velvet Vest.	1.-
28.	Reeping over a Black Saxe Frock.	1. 3
Oct. 23.	a Superfine Black Cassimere Vest. interlined w <sup>th</sup> Shawl. 1. 3. 14	
Nov. 10.	2 pair double pairs of flannel Short Drawers. @ 10/-	1.-
January 12.	a Superfine Black Cloth Coat.	6. 5-
	a pair Superfine Double Mill <sup>d</sup> Blue Cass <sup>x</sup> Trousers	2. 15-
March 19.	Putting a New pocket to a pair Gray Trousers.	2. 3

all right.

B.G.

27. 11. 10

Halifax C<sup>y</sup>.

Account of Bus Gold due  
with Gold, &c.

from April 9. 1824

March 1825

Approved

W. Bennett Gibb Secy

Mosman

To Gibb & Co. Dr

1825

April 23 To a Superior blue ladies cloth frock Soutant	5.10.0
May 21 To 2 pairs of Master Daniel O'Gibb's a Superior Blue cloth fancy jacket with 3 rows of Buttons	3.5.0
June 1 To a pair of ditto brown trousers	
July 23 To a pair of silk braces	7.6
23 To a fancy jacket, a pair of trousers & waist of dark grey woolen	1.17.6
July 4 To a Miss Steffan	2
Sept. 10 To a short hunters cloth Box coat, the body lined for Daniel O'Gibb	3.5.0
To a Superior Dark brown cloth ditto - the caps and edges bound - silk velvet collar	5.2.6
Body bound	Ellie O'Gibb
16 To altering a Gray Soutant into a frock, new set of buttons and new sleeve bands.	11.6
30 To a half blue cloth Soutant body lined	6.10.0
1 gal Cotton Shoddy	2
Oct. 24 To a Superior Brown cloth trousers	1.15.0
	£ 28.8.0

Cash

B. Gubb sawd with  
Gweltz -  
from 23 April, 1825  
to 29 Oct, 1825

185-6.6  
181-18-  
3.8.6

O G

In 12.8.6.

Notes	38	Dollars
Silver	11 - <sup>00</sup>	
10556-6.2 <sup>1/2</sup>	49	
9521-3.4	13521-3.4	
<u>1035-2.10<sup>1/2</sup></u>	<u>10556-6.2</u>	
	2964-19 2	

A  
Lg. 10.10

By B. Gibbs

- No. 1 - Respecting the Trade & Business, say into it shares to  
the House Rent £200 - B.G. to be one half. The rest among  
the other 3 partners -
- 12 - The Goods now on hand, to be turned into the new concern  
to the credit of B.G. unless what is not approved of  
& at what rate they are to be put in at -
- 13 - The new Goods incoming to be charged to the new firm  
but as that has not cash enough to pay them in due  
time, how will they be paid?
- 4 - how is the apprentice Boys to be boarded &c -
- 5 - Dr. Wood & Candles for the Shop . . . .
- 6 - The 2 Brothers, soon provided for . T.G. - £100
- 7 - J.D. Gibbs to be mostly employ'd settling the old concern  
& T.G. to be booker keeper to the new Dr. . . . .
- 8 - J. Collyer employed in the Executive . . . .
- 9 - B.G. Superintendent
- 10 - no large Contracts or Speculations above £100 to  
be done, with concile of the whole -
- 11 - how it should be, according to each ones stock they  
put in the Trade -

Propositions, respecting the Change to take place, in the Business, on  
1<sup>st</sup> May next, or as soon before as can be made practicable

In case Mr B Gibb, should wish to retire from the Business, as  
has heretofore been his Ideas, it would therefore be advisable that  
it should take place previous to the opening of the navigation —

by admitting Mr Hollmyer as a partner, with James Duncan Gibb  
(each in their  $\frac{1}{4}$  share). & Mr B Gibb with the remaining  $\frac{1}{2}$  share  
unless he wishes to admitt Thomas Gibb his son, as a partner also  
until the arrival of his Brother Benjamin Gibb Jun<sup>r</sup> from London  
who may arrive in the course of three years —

The Inventory will be taken as soon as possible, and all the  
Goods &c of every description on hand, will in Consequence be  
given over and charged to the New Concern, with the exception  
of such articles as the New Concern, from their knowledge, will  
consider as unnecessary for the immediate or present demand of  
the times. & in this case, it would be requisite for Mr B Gibb to  
sell all such articles, to public Auction to be sold to the best  
advantage on his account.

By Mr B Gibb, returning from & leaving the present House (so long  
occupied by the Family), it would be extremely necessary, not only on  
account of the nature of the Business, that will be continued in it  
as heretofore, but for the Good of the Family, in case any of the  
Brothers should happen to get married, that they might still inherit  
it in order to keep the name of GIBB up as usual —

Furthermore it would be the utility of insuring the payment  
of all outstanding debts, that are and may be due to Mr B  
Gibb, at the time of the new firm taking Charge — which if  
otherwise  $\frac{2}{3}$ rd of the debts due, would never be realized — this  
is also one Idea, that may be attributed to, in keeping the  
Present house

By T. G. Jun<sup>r</sup>

The new contemplated Firm is to have the use of the  
Shop. & the Dining Room at the back of it, for an  
additional Counting House to settle the old Business,  
likewise the Bed room upstairs, <sup>say Mr. McFarlane Old Room</sup> directly above it for  
a Winter Bed room in Particular, with one of the Bed  
Rooms in the third Story for a Summer Bed Room.  
likewise the Stone in the Yard & Workshop above it  
or any other convenience may be allowed that is  
seen Necessary. & on condition of this taking

place, the agreement between Joseph Kolniger and  
B. Gibb made before Henry Griffin on 4 Dec<sup>r</sup>. 1813  
which was not to cease till James D. Gibb came of  
age, say 10 February 1816 — shall become null  
& void after first May this year 1815 —  
& Coats.

Wood for the whole House may be divided into  
equal halves — between B. G. & new Concern, candles  
may be purchased by each party for their own use —  
about Stones, Cleaning Pipes

N.B. it has been contemplated, that as the Author  
of the Business will chiefly lay on Kolniger  
& that he has a Family to support, whereas  
the other two Parties has none, nor will be half  
half so busy as he must be, that he should  
be allowed £100 per Year over & above his third  
share, to be paid £50 by each of the other  
two Partners —

N.B. to take Men & Boys. belong to B.G —

Whereas, B. Gibb, failing the effect of years and wishing  
to encourage and bring forward his son, and also to serve  
and assist Joseph Holmyer who has served many years in  
his employ and has satisfactorily acquitted himself in his  
department now contemplates the relinquishment of his  
trade and business to Thomas Gibb, James D. Gibb and Joseph  
Holmyer who are to form a copartnership under the firm  
of

to commence on the 1<sup>st</sup> May now next ensuing,  
Such relinquishment on the part of the said B. Gibb being under-  
stood to be upon the following conditions — the parties in  
such new firm to be each one third concerned in the Profit or  
loss arising therefrom and to continue for three years —

1<sup>st</sup> The new Concern are to purchase from B. G. the whole  
of his remaining Stock of Goods on hand at ~~30~~<sup>\*</sup> off C. or on the Sterling  
Cost; and if there should be any Articles which do not come  
under this description of Goods imported by him self or which  
may have been bought here not in this way, the Value  
to be fixed by two disinterested friends differently chosen  
by B. G. and the new firm — the amounts of these Goods  
to

to bear interest from ~~it~~ <sup>the</sup> receipt from <sup>of</sup> any new

2 - The new Concern will take all the Goods ordered by  
B. G. and expected from England this present year at Cork,  
and charge with a Commission of £20 on the amount  
thereof which said sum so established shall bear interest  
from 1 Oct next —

3 - The amount of the old and ~~new~~ Goods above mentioned  
to be repaid to B. G. as fast as they can be realized by the  
new firm — with the amount entered thereon —

4 - As B. G. by this relinquishment of a very valuable  
and productive Business sacrifices his own interest to that of  
his Sons and Foreman, by which they will have all the  
benefit of an established business in which they embark  
and which he has had much trouble and anxiety to  
bring to such perfection and being still willing to encourage  
and assist the new Concern as much as possible both by  
his advice and his personal attendance for which together  
with the good will of the trade thus relinquished the new  
Concern are to allow him annually during the continuance  
of

of the said partnership say for three years the sum of £500  
He is by no means to have his name in the firm or to be  
in any shape a partner — he reserving a right if his son B.G.  
should wish to join this concern at its formation he is to be admitted  
~~to one fourth share over equal~~  
~~the other~~  
The distribution of duty to be attached to this new  
concern to be as follows — J. D. G. to be chiefly employed  
in settling and winding up of B. G.'s affairs — T. G. to be  
Book Keeper to the new concern — J. K. to be principal  
manager among the Customers and the journeymen as formerly  
and the whole to be assisted by B. G. as expressed in the  
4 or preceding <sup>articles</sup> both in form and condition —

6 — The new firm to have the use of the Shop and Dining  
Room behind it for an additional Compting House to  
settle the old Business likewise the Bed Room upstairs dues  
= by above it for a winter bed Room in particular with one  
of the bed Rooms in the third Story for a summer bed Room  
likewise the store in the Yard and Workshop above it, for  
which they are to pay B. G. at the rate of £100 of Luman  
Rent —

~~7 — That Gibb's patrimony by <sup>his</sup> others right to be put into  
the Stock by being applied to his Credit with the new  
concern~~

concern bearing interest, that of £. D. £ to be applied to his board in the same manner when he comes of age —  
8. If J. D. £ is inclined to board with B. G. he ~~shall~~ have that privilege by paying B. G. £ Annually —

9. The Children and Boys whose agreements, ~~are~~ to be found on board and lodging, are to be accommodated in the family of J. K. for which the new firm will pay

10. The new Concern to provide their own Wood, Coals, Candles, Stoves &c at their own expense without having any reference to B. G. own private establishment.

11. If this new Concern goes into operation as contemplated, then the Agreement, entered into between B. G. & J. K. on the 4<sup>th</sup> Decr 1813, which was to have continued till 10 Feby 1817, will of course, become null and of no effect, after such operation shall have commenced —

\* It is understood perfectly between the parties, that the said B. Gibb shall have it in his power to bring this Concern <sup>to a former stage</sup> sooner than its contemplated close; if he has reason to apprehend any improper conduct in its management he being so deeply interested in its success from the amount of property which he puts into their hands for its commencement.

The intention of J. B. Gibb, resigning up three parts of his Trade & Business, is for many reasons, among which, as he has laboured long enough for the good of his Family, which through the goodness of Providence, he has not laboured in vain, & now that the two Sons, who takes share in it, is able to receive him from the Canes & burthen of such a vast Business, & will be able to settle all his old affairs as well, as conduct the new Concern, now entering upon. & likewise his Sonman who has served him faithfully many Years, & has a growing Family, thinks he is in duty bound to give him the share of the Profit & Loss attending the

With these Ideas, the new concern means to take place the first of May next between J. B. G. - T. G. L. T. S. G. & J. K. in the equal shares for 3 years — viz. that J. D. G. will be cheifly employ'd in settling B. G. old Affairs, T. G. to be Book keeper to the new concern. J. K. to be principal Manager among the Customers & other as before, & B. G. to assist in what he can, & be responsible for the whole, providing nothing of Importance is done without his Consent.

- 1<sup>st</sup> & in the first place, as the Goods ordered for B. G. for 1815. They will be charged to the Company at first Costs & Charges which they will return to B. G. as he is answerable for them as far as they can collect it out of the new firm, & all Goods afterwards, will come out under the new firm.
- 2<sup>d</sup> The Stock of Goods now on hand, to be selected out at the new Firms Choice, at so much pr. Cent, say. & the remainder to be the property of B. G. at his disposal
- 3<sup>rd</sup> The House now desired to be divided into such parts as will suit the new concern & Business, say. The Shop & parlour behind it, with the Stone & Work shop above it, & any other part of the House, as the stone House upstairs to deposit Goods if required, as has been done.
- 4<sup>th</sup> The House Rent valued at £200 pr. Annum, of which the new Concern is to be a half of it

- 3<sup>rd</sup> Thomas Gibbs Patrimony by his Mother's rights, to be put into  
the Stock, or to his Credit bearing Interest, as he is come of Age,  
but no so with J. D. G. till he comes of age.
- 6<sup>th</sup> The Boys if Boarded in the House of B. G. to be allowed  
so much per Month by the Firm - per
- 7<sup>th</sup> Likewise Wool, Coal, & Candles for the use at the Man-  
u. Shops, to be provided by the Firm -
- 8<sup>th</sup> The Importation to come out next year in Name of the  
Firm say 1816 in their account -
- 9<sup>th</sup> No Orders or Speculations to exceed £100 to be undertaken  
without the Consent of the whole Firm -

Memorandum respecting B.G.'s proposition, respecting  
resigning his Partnership in favour of J.G. H.H. & H.C.

1. - Respecting the new firm purchasing the remainder of the  
Stock of Goods now on hand - it is stated in the proposals to  
them to be at 30% bent on the Sterling cost. extracting off  
the Whole stock including the Military articles &c. of every descrip-  
tion, this would two months ago have been thought very  
fair towards both Parties, but of a disinterested person will  
take it into consideration that the articles on hand at that  
time are not likely to be so saleable since the peace has  
taken place, and they consist of a number of articles which  
were nearly out of demand before that time, which articles  
while in demand were sold at a very great profit while in  
Jarkhan - such as chains for military overall, - Spurs - Swords  
Breast plates, Gorglets, Silk Sashes, Swords, Ho and sword hilt  
sword belts <sup>Epauletts, Lucy, &c.</sup> besides a number of military Buttons  
which were sent out from England not agreeable to order  
and which have principally remained unsold - J.G. H.H. & H.C.  
consider that they cannot with propriety involve themselves  
with those articles, but which they will be very happy to  
endeavour to dispose of on account of the said B.G.  
The other Goods such as will suit civilians they are willing  
to purchase from B.G. - but hope he will take into con-  
sider the state of such Goods, which are all cut upon and  
a great many remants for which it would be rather incon-  
venient for them to take at the same rate as if they  
were prime Goods. - Also Respecting such Goods  
as B.G. was under the necessity of Purchasing during the  
last winter at a very high price, the new Concern think  
it necessary to observe that on such articles no profit  
should be charged to them - as many of them were bought  
at a very great disadvantage, some articles have been purchased  
at a fair price, but taking the whole into consideration  
Sir Sir Sir

As for the money due Thomas Goble from his mother's  
Patrimony, the Balance may be paid him by B.G. on or before  
on the 1<sup>st</sup> May and he may deposit it in the hands  
of the New Concern. who will allow him Interest for the same  
as a little Money will be necessary in the beginning to  
set the Business properly going - as paying the Journeyman's  
Wages &c and as B.G.'s money matters will be quite a  
difficult concern

Respecting that part in B.G.'s proposals, respecting his  
bringing the Concern to a termination sooner than its  
contemplated close. should he think he had reason to  
apprehend any improper conduct in its management -  
It would be very hard indeed if that was the Case or  
at any thing, should he find fault or be biased against  
any of the Parties. he might without much ceremony stop  
the Business — In this case B.G. should have  
proper Bond from each of the Partners, and in case  
either of his seeing any thing going on improper and  
the Partners to be in arrears in payment. Then he  
might make use of such <sup>legal</sup> measures to obtain payment  
as would be consistent for any stranger to do in  
the same case —

Mr. J.G. H.G. & S.R. would be happy to know of B.G.  
what ~~for~~ <sup>in excess will be</sup> the amount of their Profit in the Business  
when they must pay Rent. run the risk of Losses, and Bad debt,  
and less business doing than formerly. not only on account  
of the Peace but also more Master Taylors. setting up &c  
and pay him the annual sum of Six hundred Pounds. Annually  
without any deduction for any losses that may happen on part of the  
goods coming out of their hands — — it would be better for B.G. to  
become a Partner at once. as we are not certain of clearing even 200 each  
for the first year —

Memorandum.

The present Stock of Goods - on hand, comprising every thing being Contemplated to be taken at 30% Cent - might Answer probably - Should not the Order for Military Goods, be executed & sent out - for if so that they do come out the Advance on the present stock must be made Considerably lower than what has been stated -

say 25% Pint on Suitable Articles of the Trade  
the remainder at Cost & Charges -

It is hitherto been held out by B.G. that the present Years importation of Goods - that are Coming out - were to be turned over, immediately to the New Concern - at Cost & Charges and upon which Idea, the parties concerned, have governed themselves thereby -

but it seems now that 5% Cent Comt. is to be allowed to B.G. for the Importation of them -

at this rate - with the 5% Pint charged in England, together with the Charges attending, of one kind or other at 30 - would swell up to 50% Cent already - where, in this Case is there any Profit to arise from this Years Importation

Also - It cannot be expected that the New concern can in any manner realize the Amount of this Years Importation before 1<sup>st</sup> October next - (which is only 5 Months)

from which time Interest is proposed to commence  
from - this would be impossible - to begin to  
pay interest in 5 Months - on such a large sum  
as the Importation would be - it would run  
away with every thing

And as Interest on Goods, in England is never  
Charged to any person, for a period under 12 Months,  
the New concern - ought to be Allowed the same time  
before they pay interest.

Agreement Between Beniah Gibb on the one part, and  
Thomas Gibb, James Duncan Gibb, and Joseph Hollmyer  
of the other part — Whereas B. Gibb, feeling the effect  
of years and wishing to encourage and bring forward, his  
two Sons Thomas Gibb and J. D. Gibb and likewise Jos.  
Hollmyer who has lived with him for many years as his  
Foreman, now agrees to relinquish his trade and Business  
to the abovementioned Parties, who have formed a Copartner-  
ship under the Firm of Gibb & Hollmyer to commence on  
the 1<sup>st</sup> May next and to continue for three years — This reli-  
quishment on the part of S<sup>r</sup>. B. Gibb to be upon the  
following conditions vizt

1 — As B. Gibb by this act of relinquishment of a very  
valuable business to the said Parties sacrifices his own  
interest, to their <sup>\*</sup> ~~and still to my mother to manage and  
supervise the same~~ ~~the new Concern as much as possible by his name / the~~  
New Concern agree to pay to the said B. Gibb at the termina-  
tion of each year thereof the sum of two hundred Pounds  
Currency for and in consideration of his relinquishment of  
the good will of his business — by which means he is not to be

in any shape a partner — but reserving to himself the right of placing his son Beriah Gibb Junior as a partner upon an equal share with the others or the survivors of this Concern at the expiration of the three years above mentioned.

2 - The New Concern purchase from B. G. the whole of his present remaining Stock of Goods at thirty  $\frac{1}{2}$  per cent on the Merlant Cost, but if there should be any articles which do not come under the description of Goods in the true importation by himself, or which may have been bought here, on which any diff<sup>c</sup>e of opinion should arise between them, as to the value then the value thereof is to be fixed by two disinterested friends mutually chosen by B. G. and the new firm — the amount of the remaining Stock to bear interest from the first of January next —

3 - The New Concern will take to their own account all the Goods ordered by B. G. and expected from England this present year at Cost and Charges with the Commission of 5  $\frac{1}{2}$  per cent thereon to himself, which said amount ~~shall be so charged~~ shall bear interest from the 1 October next —

4 - The amount of the old and new Goods above mentioned to be refunded to B. G. as fast as they can be realized by ~~the~~

and interest to be allowed £ 10/- for monies, £ 10/- before October  
the 1st year with the accruing interest thereon -

- 5 - The distribution of duty between the parties forming this  
new Concern to be as follows - T. G. to be Book-keeper to the  
new Concern - J. H. G. to be chiefly employed in settling and  
winding up of B. G.'s own affairs - J. H. to be principal mana-  
ger among the Customers and the Journeyman and Apprentices  
6 - The two firm to have the following parts of B. G. prop-  
erties for carrying on their business - viz.

The use of the Shop and dining Room behind it for an addi-  
tional Compting Room, where also the old Business of B. G. is  
to be settled, likewise the Bed Room directly above it, with  
one of the bed Rooms in the Third Story, likewise the Store  
in the Yard and the Workshop above it for which they are  
to pay B. G. one hundred & 8/- Currancy Rul -

- 7 - The Balance of T. G.'s ~~past~~ Rights by his deceased  
Mother to be paid to him on the 1<sup>st</sup> May next, and if put  
into the concern to bear interest with them - the amount  
of those of T. G. to be applied to his credit with the  
new Concern when he comes of age -

\* ~~The C. & J. H. G. should be entitled to be paid with B. G. to  
such sum that provides for paying B. G. as may be agreed~~

- 9 - The Journeyman and Apprentices whose Agreements  
with B. G are to be found a board and Lodging are  
to be provided for in that way in the family of J. H.  
for which the new firm will pay him — also the new  
firm will assume to themselves the Agreements of any  
Journeymen who may come from England this year —
- 10 - The new Concern to provide their own wood, Coals,  
Candles, Stoves &c at their own expence without having  
any reference to B. G's own private establishment —
- 11 - On this Concern going into operation, then the  
Agreement entered into between B. G and J. H on the  
4 Decr 1813 which was to have continued till the 10 Feby  
1817 will of course become null and void —

\* Such part within the parenthesis to be placed at the end  
of the article in which it is inserted —

\* This Article need not be read in case of Discrepancy —

The above agreed to by B. G. J. H.

~~I advise — In addition — that the new Concern may oblige  
to the amount of £300 in military article which P. Gibbs may  
get — The Balance of P. Gibbs' patrimony by his mother's Rights  
to be paid to him on the 1<sup>st</sup> day next, — and if paid into the  
Concern to bear interest with them —~~

Rules and Regulations adopted by Gibbs & Hollmyer,  
for the government of their Shop, subject to such further additions  
as Circumstances may point out.

- Rule 1<sup>st</sup> — No person can be employed, who is directly or indirectly  
a member of any Society, <sup>which is or may be</sup> prejudicial to the said employers'  
Interest.
- 2<sup>nd</sup> — The best workman in the Shop, if found to exert  
himself to the satisfaction of his said employers, shall be  
entitled to the privilege of constant employment.
- 3<sup>rd</sup> — Such men, as in the estimation of their said employers  
are found to exert their utmost abilities to please, shall be  
entitled to a preference in the run of work.
- 4<sup>th</sup> — No person can be allowed to absent himself from  
the shop during the day, without affording a satisfactory  
excuse, but at night may be at liberty to take his job home.
- 5<sup>th</sup> — The evil consequences of making advances to Journeyman,  
having been felt by their employers in numerous instances, it  
is now declared that from henceforth no advances will be  
made to Journeyman, but their wages will be paid in full  
every Saturday night if demanded.
- 6<sup>th</sup> — As there is a Captain appointed to the Shop, it will be the  
duty of all Journeyman therein to act under his directions.

Shop Regulations  
Gibbs & Hollingsworth