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Title: Charter and Supplemental Charter of the Hudson's Bay Company

Author: Hudson's Bay Company

Release date: September 1, 2004 [EBook #6580]

Most recently updated: August 15, 2012

Language: English

\*\*\* START OF THE PROJECT GUTENBERG EBOOK CHARTER AND SUPPLEMENTAL CHARTER OF THE HUDSON'S BAY COMPANY \*\*\*

Produced by Sean Barrett, Charles Franks

# **CHARTER AND SUPPLEMENTAL CHARTER OF THE HUDSON'S BAY COMPANY**

## **THE ROYAL CHARTER FOR INCORPORATING THE HUDSON'S BAY COMPANY. A.D. 1670.**

CHARLES THE SECOND, by the Grace of God, King of England, Scotland, France, and Ireland, Defender of the Faith, &c. To ALL to whom these Presents shall come, greeting: WHEREAS Our dear and entirely beloved Cousin, Prince Rupert, Count Palatine of the Rhine, Duke of Bavaria and Cumberland, &c. Christopher, Duke of Albemarle, William, Earl of Craven, Henry, Lord Arlington, Anthony, Lord Ashley, Sir John Robinson, and Sir Robert Vyner, Knights and Baronets, Sir Peter Colleton, Baronet, Sir Edward Hungerford, Knight of the Bath, Sir Paul Neele, Knight, Sir John Griffith and Sir Philip Carteret, Knights, James Hayes, John Kirke, Francis Millington, William Prettyman, John Fenn, Esquires, and John Portman, Citizen and Goldsmith of London, have, at their own great Cost and

Charges, undertaken an Expedition for Hudson's Bay in the North-west Part of America, for the Discovery of a new Passage into the South Sea, and for the finding some Trade for Furs, Minerals, and other considerable Commodities, and by such their Undertaking, have already made such Discoveries as do encourage them to proceed further in Pursuance of their said Design, by means whereof there may probably arise very great Advantage to Us and Our Kingdom. AND WHEREAS the said Undertakers, for their further Encouragement in the said Design, have humbly besought Us to incorporate them, and grant unto them, and their Successors, the sole Trade and Commerce of all those Seas, Streights, Bays, Rivers, Lakes, Creeks, and Sounds, in whatsoever Latitude they shall be, that lie within the entrance of the Streights commonly called Hudson's Streights, together with all the Lands, Countries and Territories, upon the Coasts and Confines of the Seas, Streights, Bays, Lakes, Rivers, Creeks and Sounds, aforesaid, which are not now actually possessed by any of our Subjects, or by the Subjects of any other Christian Prince or State. Now KNOW YE, that We being desirous to promote all Endeavours tending to the publick Good of our People, and to encourage the said Undertaking, HAVE of Our especial Grace, certain Knowledge, and mere Motion, given, granted, ratified, and confirmed, and by these Presents for Us, Our Heirs and Successors, DO give, grant, ratify and confirm, unto Our said Cousin Prince Rupert, Christopher, Duke of Albemarle, William, Earl of Craven, Henry, Lord Arlington, Anthony, Lord Ashley, Sir John Robinson, Sir Robert Vyner, Sir Peter Colleton, Sir Edward Hungerford, Sir Paul Neele, Sir John Griffith, and Sir Philip Carteret, James Hayes, John Kirke, Francis Millington, William Prettyman, John Fenn, and John Portman, that they, and such others as shall be admitted into the said Society as is hereafter expressed, shall be one Body Corporate and Politique, in Deed and in Name, by the Name of The Governor and Company of Adventurers of England, trading into Hudson's Bay, and them by the Name of the Governor and Company of Adventurers of England, trading into Hudson's Bay, one Body Corporate and Politique, in Deed and in Name, really and fully for ever, for Us, Our Heirs and Successors, WE DO make ordain, constitute, establish, confirm, and declare, by these Presents, and that by the same Name of Governor and Company of Adventurers of England, trading into Hudson's Bay, they shall have perpetual Succession, and that they and their Successors, by the name of the Governor and Company of Adventurers of England, trading into Hudson's Bay, be, and at all Times hereafter shall be, personable and capable in Law to have, purchase, receive, possess, enjoy and retain, Lands, Rents, Privileges, Liberties, Jurisdictions, Franchises, and Hereditaments, of what Kind, Nature or Quality soever they be, to them and their Successors; and also to give, grant, demise, alien, assign and dispose Lands, Tenements and Hereditaments, and to do and execute all and singular other Things by the same Name that to them shall or may appertain to do. And that they, and their Successors, by the Name of The Governor and Company of Adventurers of England, trading into Hudson's Bay, may plead, and be impleaded, answer, and be answered, defend, and be defended, in whatsoever Courts and Places, before whatsoever Judges and Justices, and other Persons and Officers, in all and singular Actions, Pleas, Suits, Quarrels, Causes and Demands, whatsoever, of whatsoever Kind, Nature or Sort, in such Manner and Form as any other. Our Liege People of this Our Realm of England, being Persons able and capable in Law, may, or can have, purchase, receive, possess, enjoy, retain, give, grant, demise, alien, assign, dispose, plead, defend, and be defended, do, permit, and execute. And that the said Governor and Company of Adventurers of England, trading into Hudson's Bay, and their Successors, may have a Common Seal to serve for all the Causes and Businesses of them and their Successors, and that it shall and may be lawful to the said Governor and Company, and their Successors, the same Seal, from time to time, at their Will and Pleasure, to break, change, and to make anew, or alter, as to them shall seem expedient. AND FURTHER WE WILL, and by these Presents for Us, Our Heirs and Successors, WE DO ordain, that there shall be from henceforth one of the same Company to be elected and appointed in such Form as hereafter in these Presents is expressed, which shall be called The Governor of the said Company. And that the said Governor and Company shall or may elect Seven of their Number in such Form as hereafter in these Presents is expressed, which shall be called The Committee of the said Company, which Committee of Seven, or any Three of them, together with the Governor or Deputy-Governor of the said Company for the time being, shall have the Direction of the Voyages of and for the said Company, and the Provision of the Shipping and Merchandizes thereunto belonging, and also the Sale of all Merchandizes, Goods, and other Things returned, in all or any the Voyages or Ships of or for the said Company, and the managing and handling of all other Business, Affairs and Things, belonging to the said Company. AND WE WILL, ordain, and grant by these Presents for Us, Our Heirs and Successors, unto the said Governor and Company, and their Successors, that they the said Governor and Company, and their Successors, shall from henceforth for ever be ruled, ordered and governed, according to such Manner and Form as is hereafter in these Presents expressed, and not otherwise: And that they shall have, hold, retain, and enjoy the Grants, Liberties, Privileges, Jurisdictions and Immunities, only hereafter in these Presents granted and expressed, and no other. And for the better Execution of Our Will and Grant in this Behalf, WE HAVE ASSIGNED, nominated, constituted, and made, and by these Presents for Us, our Heirs and Successors, WE DO ASSIGN, nominate, constitute and make, our said Cousin, PRINCE RUPERT, to be the first and present Governor of the said Company, and to continue in the said Office from the Date of these Presents until the 10th November then next following, if he, the said Prince Rupert, shall so long

live, and so until a new Governor be chosen by the said Company in Form hereafter expressed. AND ALSO WE HAVE assigned, nominated and appointed, and by these Presents for Us, Our Heirs and Successors, WE DO assign, nominate and constitute, the said Sir John Robinson, Sir Robert Vyner, Sir Peter Colleton, James Hayes, John Kirke, Francis Millington, and John Portman, to be the seven first and present Committees of the said Company, from the Date of these Presents until the said 10th Day of November then also next following, and so until new Committees shall be chosen in Form hereafter expressed. AND FURTHER WE WILL and grant by these Presents, for Us, Our Heirs and Successors, unto the said Governor and Company and their Successors, that it shall and may be lawful to and for the said Governor and Company for the Time being, or the greater Part of them present at any publick Assembly commonly called, The Court General to be holden for the said Company, the Governor of the said Company being always one, from time to time to elect, nominate and appoint one of the said Company to be Deputy to the said Governor; which Deputy shall take a corporal Oath, before the Governor and three or more of the Committee of the said Company for the time being, well, truly, and faithfully to execute his said Office of Deputy to the Governor of the said Company, and after his Oath so taken, shall and may from time to time, in the Absence of the said Governor, exercise and execute the Office of Governor of the said Company, in such Sort as the said Governor ought to do. AND FURTHER WE WILL and grant by these Presents, for Us, Our Heirs and Successors, unto the said Governor and Company of Adventurers of England, trading into Hudson's Bay, and their Successors, that they, or the greater part of them, whereof the Governor for the Time being, or his Deputy, to be one, from time to time, and at all Times hereafter, shall and may have Authority and Power, yearly and every Year, between the first and last Day of November, to assemble and meet together in some convenient Place, to be appointed from time to time by the Governor, or in his Absence by the Deputy of the said Governor for the Time being, and that they being so assembled, it shall and may be lawful to and for the said Governor or Deputy of the said Governor, and the said Company for the Time being, or the greater Part of them which then shall happen to be present, whereof the Governor of the said Company, or his Deputy for the Time being to be one, to elect and nominate one of the said Company, which shall be Governor of the said Company for one whole Year, then next following, which Person being so elected and nominated to be Governor of the said Company, as is aforesaid, before he be admitted to the Execution of the said Office, shall take a corporal Oath before the last Governor, being his Predecessor or his Deputy, and any three or more of the Committee of the said Company for the Time being, that he shall from time to time, well and truly execute the Office of Governor of the said Company, in all Things concerning the same; and that immediately after the same Oath so taken, he shall and may execute and use the said Office of Governor of the said Company, for one whole Year from thence next following. And in like Sort We will and grant, That as well every one of the above named to be of the said Company or Fellowship, as all others hereafter to be admitted, or free of the said Company, shall take a corporal Oath before the Governor of the said Company, or his Deputy for the Time being, to such Effect as by the said Governor and Company, or the greater part of them, in any publick Court to be held for the said Company, shall be in reasonable and legal Manner set down and devised, before they shall be allowed or admitted to trade or traffick as a Freeman of the said Company. AND FURTHER WE WILL and grant by these Presents, for Us, Our Heirs and Successors, unto the said Governor and Company, and their Successors, That the said Governor, or Deputy Governor, and the rest of the said Company, and their Successors for the Time being, or the greater Part of them, whereof the Governor or Deputy Governor, from time to time, to be one, shall and may from time to time, and at all Times hereafter, have Power and Authority yearly, and every Year, between the first and last day of November, to assemble and meet together in some convenient Place, from time to time to be appointed by the said Governor of the said Company, or in his Absence by his Deputy; and that they being so assembled, it shall and may be lawful to and for the said Governor or his Deputy, and the Company for the Time being, or the greater Part of them, which then shall happen to be present, whereof the Governor of the said Company, or his Deputy for the Time being to be one, to elect and nominate Seven of the said Company, which shall be a Committee of the said Company, for one whole Year from then next ensuing, which Persons being so elected and nominated to be a Committee of the said Company as aforesaid, before they be admitted to the Execution of their Office, shall take a corporal Oath, before the Governor or his Deputy, and any three or more of the said Committee of the said Company, being their last Predecessors, that they, and every of them, shall well and faithfully perform their said Office of Committees in all Things concerning the same, and that immediately after the said Oath so taken, they shall and may execute and use their said Office of Committees of the said Company, for one whole Year from thence next following. AND MOREOVER, Our "Will and Pleasure is, and by these Presents, for Us, Our Heirs and Successors, WE DO GRANT unto the said Governor and Company, and their Successors, that when, and as often as it shall happen, the Governor or Deputy Governor of the said Company for the Time being, at any Time within one Year after that he shall be nominated, elected, and sworn to the Office of the Governor of the said Company, as is aforesaid, to die or to be removed from the said Office, which Governor or Deputy Governor not demeaning himself well in his said Office, WE WILL to be removeable at the Pleasure of the rest of the said Company, or the greater Part of them which shall be present at their publick Assemblies,

commonly called, Their General Courts holden for the said Company, that then, and so often it shall and may be lawful to and for the Residue of the said Company for the Time being, or the greater Part of them, within a convenient Time, after the Death or Removing of any such Governor, or Deputy Governor to assemble themselves in such convenient Place as they shall think fit, for the Election of the Governor or Deputy Governor of the said Company; and that the said Company, or the greater Part of them, being then and there present, shall and may, then and there, before their Departure from the said Place, elect and nominate one other of the said Company, to be Governor or Deputy Governor for the said Company, in the Place and Stead of him that so died or was removed; which Person being so elected and nominated to the Office of Governor or Deputy Governor of the said Company, shall have and exercise the said Office, for and during the Residue of the said Year, taking first a corporal Oath, as is aforesaid, for the due Execution thereof; and this to be done from time to time, so often as the Case shall so require. AND ALSO, Our Will and Pleasure is, and by these Presents, for Us, Our Heirs and Successors, WE DO grant unto the said Governor and Company, that when, and as often as it shall happen any Person or Persons of the Committee of the said Company for the Time being, at any Time within one Year next after that they or any of them shall be nominated, elected and sworn to the Office of Committee of the said Company as is aforesaid, to die or to be removed from the said Office, which Committees not demeaning themselves well in their said Office, We will, to be removeable at the Pleasure of the said Governor and Company, or the greater Part of them, whereof the Governor of the said Company for the Time being, or his Deputy, to be one; that then, and so often, it shall and may be lawful to and for the said Governor, and the rest of the Company for the Time being, or the greater Part of them, whereof the Governor for the Time being, or his Deputy, to be one, within convenient Time after the Death or removing of any of the said Committee, to assemble themselves in such convenient Place as is or shall be usual and accustomed for the Election of the Governor of the said Company, or where else the Governor of the said Company for the Time being, or his Deputy, shall appoint. And that the said Governor and Company, or the greater part of them, whereof the Governor for the Time being, or his Deputy, to be one, being then and there present, shall, and may, then and there, before their Departure from the said Place, elect and nominate one or more of the said Company, to be of the Committee of the said Company in the Place and Stead of him or them that so died, or were or was so removed, which Person or Persons so nominated and elected to the Office of Committee of the said Company, shall have and exercise the said Office, for and during the Residue of the said Year, taking first a corporal Oath as is aforesaid, for the due Execution thereof, and this to be done from time to time, so often as the Case shall require. And to the End the said Governor and Company of Adventurers of England trading into Hudson's Bay, may be encouraged to undertake, and effectually to prosecute the said design, of Our more especial Grace, certain Knowledge, the mere Motion, WE HAVE given, granted and confirmed, and by these Presents, for Us, Our Heirs and Successors, DO give, grant, and confirm, unto the said Governor and Company, and their Successors, the sole Trade and Commerce of all those Seas, Streights, Bays, Rivers, Lakes, Creeks, and Sounds, in whatsoever Latitude they shall be, that lie within the Entrance of the Streights commonly called Hudson's Streights, together with all the Lands and Territories upon the Countries, Coasts and Confines of the Seas, Bays, Lakes, Rivers, Creeks, and Sounds aforesaid, that are not already actually possessed by or granted to any of our Subjects or possessed by the Subjects of any other Christian Prince or State, with the Fishing of all Sorts of Fish, Whales, Sturgeons, and all other Royal Fishes, in the Seas, Bays, Inlets, and Rivers within the Premises, and the Fish therein taken, together with the Royalty of the Sea upon the Coasts within the Limits aforesaid, and all Mines Royal, as well discovered as not discovered, of Gold, Silver, Gems, and precious Stones, to be found or discovered within the Territories, Limits, and Places aforesaid, and that the said Land be from henceforth reckoned and reputed as one of our Plantations or Colonies in America, called *Ruperts Land*. AND FURTHER, WE DO by these Presents, for Us, Our Heirs and Successors, make, create and constitute, the said Governor and Company for the Time being, and their Successors, the true and absolute Lords and Proprietors, of the same Territory, Limits and Places aforesaid, and of all other the Premises, SAVING ALWAYS, the Faith, Allegiance and Sovereign Dominion due to Us, our Heirs and Successors, for the same TO HAVE, HOLD, possess and enjoy the said Territory, Limits, and Places, and all and singular other the Premises, hereby granted as aforesaid, with their, and every of their Rights, Members, Jurisdictions, Prerogatives, Royalties, and Appurtenances whatsoever, to them the said Governor and Company, and their Successors for ever, TO BE HOLDEN of Us, Our Heirs and Successors, as of Our Manor of East Greenwich in our County of Kent, in free and common Soccage, and not in Capite or by Knight's Service; YEILDING AND PAYING yearly to Us, Our Heirs and Successors, for the same, two Elks and two black Beavers, whensoever, and as often as We, Our Heirs and Successors, shall happen to enter into the said Countries, Territories and Regions hereby granted. AND FURTHER, Our Will and Pleasure is, and by these Presents, for Us, Our Heirs and Successors, WE DO grant unto the said Governor and Company, *and to their Successors, that it shall and may be* lawful, to and for the said Governor and Company, and their Successors, from time to time, to assemble themselves, for or about any the Matters, Causes, Affairs, or Businesses of the said Trade, in any Place or Places for the same convenient, within our Dominions or elsewhere, and there to hold Court for the said Company, and the Affairs thereof; and that also, it shall and may be lawful to

and for them, and the greater Part of them, being so assembled, and that shall then and there be present, in any such Place or Places whereof the Governor or his Deputy for the Time being to be one, to make, ordain, and constitute, such, and so many reasonable Laws, Constitutions, Orders and Ordinances, as to them, or the greater part of them being then and there present, shall seem necessary and convenient for the good Government of the said Company, and of all Governors of Colonies, Forts and Plantations, Factors, Masters, Mariners, and other Officers employed or to be employed, in any of the Territories and Lands aforesaid, and in any of their Voyages; and for the better Advancement and Continuance of the said Trade, or Traffic and Plantations, and the same Laws, Constitutions, Orders and Ordinances so made, to put in Use and execute accordingly, and at their Pleasure to revoke and alter the same, or any of them, as the occasion shall require: And that the said Governor and Company, so often as they shall make, ordain, or establish, any such Laws, Constitutions, Orders, and Ordinances, in such Form as aforesaid, shall and may lawfully impose, ordain, limit and provide, such Pains, Penalties and Punishments upon all Offenders, contrary to such Laws, Constitutions, Orders and Ordinances, or any of them, as to the said Governor and Company for the Time being, or the greater Part of them, then and there being present, the said Governor or his Deputy being always one, shall seem necessary, requisite, or convenient for the Observation of the same Laws, Constitutions, Orders and Ordinances; and the same Fines and Amerciaments shall and may by their Officers and Servants, from time to time to be appointed for that Purpose levy, take and have, to the Use of the said Governor and Company, and their Successors, without the Impediment of Us, Our Heirs or Successors, or of any the Officers or Ministers of Us, Our Heirs or Successors, and without any Account therefore to Us, Our Heirs or Successors, to be made. All and singular which Laws, Constitutions, Orders and Ordinances, so as aforesaid, to be made, WE WILL to be duly observed and kept under the Pains and Penalties therein to be contained; so always as the said Laws, Constitutions, Orders and Ordinances, Pines and Amerciaments, be reasonable, and not contrary or repugnant, but as near as may be agreeable to the Laws, Statutes or Customs of this our Realm. AND FURTHERMORE, of our ample and abundant Grace, certain Knowledge, and mere Motion, WE HAVE granted, and by these Presents for Us, Our Heirs and Successors, DO grant unto the said Governor and Company, and their Successors, that they, and their Successors, and their Factors, Servants and Agents, for them, and on their Behalf and not otherwise, shall for ever hereafter have, use and enjoy, not only the whole, entire, and only Trade and Traffick, and the whole, entire, and only Liberty, Use and Privilege, of Trading and Trafficking to and from the Territory, Limits and Places aforesaid; but also the whole and entire Trade and Traffick to and from all Havens, Bays, Creeks, Rivers, Lakes and Seas, into which they shall find Entrance or Passage by Water or Land out of the Territories, Limits or Places, aforesaid; and to and with all the Natives and People, inhabiting, or which shall inhabit within the Territories, Limits and Places aforesaid; and to and with all other Nations inhabiting any the Coasts adjacent to the said Territories, Limits and Places which are not already possessed as aforesaid, or whereof the sole Liberty or Privilege of Trade and Traffick is not granted to any other of Our Subjects. AND WE of our further Royal Favour, and of Our more especial Grace, certain Knowledge, and mere Motion, HAVE granted, and by these Presents for Us, Our Heirs and Successors, DO grant to the said Governor and Company, and to their Successors, that neither the said Territories, Limits and Places, hereby granted as aforesaid, nor any Part thereof, nor the Islands, Havens, Ports, Cities, Towns or Places, thereof, or therein contained, shall be visited, frequented or haunted, by any of the Subjects of Us, Our Heirs or Successors, contrary to the true Meaning of these Presents, and by Virtue of Our Prerogative Royal, which We will not have in that Behalf argued or brought into Question; WE STREIGHTLY charge, command and prohibit, for Us, Our Heirs and Successors, all the Subjects of Us, Our Heirs and Successors, of what Degree or Quality soever they be, that none of them directly or indirectly, do visit, haunt, frequent or trade, traffic or adventure, by way of Merchandize, into, or from any the said Territories, Limits or Places, hereby granted, or any, or either of them, other than the said Governor and Company, and such particular Persons as now be, or hereafter shall be, of that Company, their Agents, Factors, and Assigns, unless it be by the Licence and Agreement of the said Governor and Company in Writing first had and obtained, under their Common Seal, to be granted, upon Pain that every such Person or Persons that shall trade or traffick into or from any of the Countries, Territories or Limits aforesaid, other than the said Governor and Company, and their Successors, shall incur our Indignation, and the Forfeiture, and the Loss of the Goods, Merchandizes, and other Things whatsoever, which so shall be brought into this Realm of England, or any the Dominions of the same, contrary to our said Prohibition, or the Purport or true Meaning of these Presents, for which the said Governor and Company shall find, take and seize, in other Places out of our Dominions, where the said Company, their Agents, Factors or Ministers, shall trade, traffick or inhabit, by Virtue of these Our Letters Patent, as also the Ship and Ships, with the Furniture thereof, wherein such Goods, Merchandizes, and other Things, shall be brought and found, the one Half of all the said Forfeitures to be to Us, Our Heirs and Successors, and the other Half thereof WE DO by these Presents clearly and wholly for Us, Our Heirs and Successors, give and grant unto the said Governor and Company, and their Successors. AND FURTHER, all and every the said Offenders, for their said Contempt, to suffer such other Punishment as to Us, Our Heirs and Successors, for so high a Contempt, shall seem meet and convenient, and not to be in anywise delivered until they, and every of them, shall

become bound unto the said Governor for the time being in the Sum of One Thousand Pounds at the least, at no time then after to trade or traffick into any of the said Places, Seas, Streights, Bays, Ports, Havens or Territories, aforesaid, contrary to our express Commandment in that Behalf set down and published. AND FURTHER, of Our more especial Grace, WE HAVE condescended and granted, and by these Presents for Us, Our Heirs and Successors, DO grant unto the said Governor and Company, and their Successors, that We, Our Heirs and Successors, will not grant Liberty, Licence, or Power, to any Person or Persons whatsoever, contrary to the Tenor of these Our Letters Patent, to trade, traffick or inhabit, unto or upon any the Territories, Limits or Places, afore specified, contrary to the true Meaning of these Presents, without the Consent of the said Governor and Company, or the most part of them. AND, OF Our more abundant Grace and Favour to the said Governor and Company, WE DO hereby declare Our Will and Pleasure to be, That if it shall so happen, that any of the Persons free, or to be free of the said Company of Adventurers of England trading into Hudson's Bay, who shall, before the going forth of any Ship or Ships appointed for a VOYAGE, or otherwise, promise or agree by Writing under his or their Hands, to adventure any Sum or Sums of Money, towards the furnishing any Provision, or Maintenance of any Voyage or Voyages, set forth, or to be set forth, or intended or meant to be set forth, by the said Governor and Company, or the more Part of them present at any publick Assembly, commonly called Their General Court, shall not within the Space of twenty Days next after Warning given to him or them, by the said Governor or Company, or their known Officer or Minister, bring in and deliver to the Treasurer or Treasurers appointed for the Company, such Sums of Money as shall have been expressed and set down in Writing, by the said Person or Persons, subscribed with the Name of said Adventurer or Adventurers, that then, and at all Times after, it shall and may be lawful to and for the said Governor and Company, or the more Part of them present, whereof the said Governor or his Deputy to be one, at any of their General Courts or General Assemblies, to remove and disfranchise him or them, and every such Person and Persons at their Wills and Pleasures, and he or they so removed and disfranchised, not to be permitted to trade into the Countries, Territories, and Limits aforesaid, or any Part thereof, nor to have any Adventure or Stock going or remaining with or amongst the said Company, without the special Licence of the said Governor and Company, or the more Part of them present at any General Court, first had and obtained in that Behalf, any Thing before in these Presents to the contrary thereof in anywise notwithstanding. AND OUR WILL AND PLEASURE is, and hereby we do also ordain, That it shall and may be lawful, to and for the said Governor and Company, or the greater Part of them, whereof the Governor for the Time being, or his Deputy to be one, to admit into, and to be of the said Company, all such Servants or Factors, of or for the said Company, and all such others, as to them, or the most Part of them present, at any Court held for the said Company, the Governor or his Deputy being one, shall be thought fit and agreeable with the Orders and Ordinances made and to be made for the Government of the said Company. AND FURTHER, Our Will and Pleasure is, and by these Presents, for Us, Our Heirs and Successors, WE DO grant unto the said Governor and Company, and to their Successors, that it shall and may be lawful in all Elections, and Bye-laws to be made by the General Court of the Adventurers of the said Company, that every Person shall have a number of Votes according to his Stock, that is to say, for every hundred Pounds by him subscribed or brought into the present Stock, one Vote, and that any of those that have subscribed less than one hundred Pounds, may join their respective Sums to make up one hundred Pounds, and have one Vote jointly for the same, and not otherwise. AND FURTHER, Of Our especial Grace, certain Knowledge, and mere Motion, WE DO for Us, Our Heirs and Successors, grant to and with the said Governor and Company of Adventurers of England trading into Hudson's Bay, that all Lands, Islands, Territories, Plantations, Forts, Fortifications, Factories, or Colonies, where the said Company's Factories and Trade are or shall be, within any the Ports or Places afore limited, shall be immediately and from henceforth, under the Power and Command of the said Governor and Company, their Successors and Assigns; saving the Faith and Allegiance due to be performed to Us, Our Heirs and Successors aforesaid; and that the said Governor and Company shall have Liberty, full Power and Authority, to appoint and establish Governors, and all other Officers to govern them, and that the Governor and his Council of the several and respective Places where the said Company shall have Plantations, Forts, Factories, Colonies, or Places of Trade within any the Countries, Lands or Territories hereby granted, may have Power to judge all Persons belonging to the said Governor and Company, or that shall live under them, in all Causes, whether Civil or Criminal, according to the Laws of this Kingdom, and to execute Justice accordingly. And, in Case any Crime or Misdemeanor shall be committed in any of the said Company's Plantations, Forts, Factories, or Places of Trade within the Limits aforesaid, where Judicature cannot be executed for want of a Governor and Council there, then in such Case it shall and may be lawful for the chief Factor of that Place and his Council, to transmit the Party, together with the Offence, to such other Plantation, Factory, or Fort, where there shall be a Governor and Council, where Justice may be executed, or into this Kingdom of England, as shall be thought most convenient, there to receive such Punishment as the Nature of his Offence shall deserve. AND MOREOVER, Our Will and Pleasure is, and by these Presents, for Us, Our Heirs and Successors, WE DO GIVE and grant unto the said Governor and Company, and their Successors, free Liberty and Licence, in case they conceive it necessary, to send either Ships of War, Men or Ammunition, unto any

their Plantations, Forts, Factories, or Places of Trade aforesaid, for the Security and Defence of the same, and to choose Commanders and Officers over them, and to give them Power and Authority, by Commission under their Common Seal or otherwise, to continue or make Peace or War with any Prince or People whatsoever, that are not Christians, in any Places where the said Company shall have any Plantations, Forts or Factories, or adjacent thereunto, as shall be most for the Advantage and Benefit of the said Governor and Company, and of their Trade; and also to right and recompense themselves upon the Goods, Estates or People of those Parts, by whom the said Governor and Company shall sustain any Injury, Loss, or Damage, or upon any other People whatsoever that shall any Way, contrary to the Intent of these Presents, interrupt, wrong or injure them in their said Trade, within the said Places, Territories, and Limits, granted by this Charter. And that it shall and may be lawful to and for the said Governor and Company, and their Successors, from time to time, and at all Times from henceforth, to erect and build such Castles, Fortifications, Forts, Garrisons, Colonies or Plantations, Towns or Villages, in any Parts or Places within the Limits and Bounds granted before in these Presents, unto the said Governor and Company, as they in their Discretion shall think fit and requisite, and for the Supply of such as shall be needful and convenient, to keep and be in the same, to send out of this Kingdom, to the said Castles, Forts, Fortifications, Garrisons, Colonies, Plantations, Towns or Villages, all Kinds of Cloathing, Provision of Victuals, Ammunition, and Implements, necessary for such Purpose, paying the Duties and Customs for the same, as also to transport and carry over such Number of Men being willing thereunto, or not prohibited, as they shall think fit, and also to govern them in such legal and reasonable Manner as the said Governor and Company shall think best, and to inflict Punishment for Misdemeanors, or impose such Fines upon them for Breach of their Orders, as in these Presents are formerly expressed. AND FURTHER, Our Will and Pleasure is, and by these Presents, for Us, Our Heirs and Successors, WE DO grant unto the said Governor and Company, and to their Successors, full Power and lawful Authority to seize upon the Persons of all such English, or any other Our Subjects, which shall sail into Hudson's Bay, or inhabit in any of the Countries, Islands or Territories hereby granted to the said Governor and Company, without their Leave and License in that Behalf first had and obtained, or that shall contemn or disobey their Orders, and send them to England; and that all and every Person or Persons, being Our Subjects, any ways employed by the said Governor and Company, within any of the Parts, Places, and Limits aforesaid, shall be liable unto and suffer such Punishment for any Offences by them committed in the Parts aforesaid, as the President and Council for the said Governor and Company there shall think fit, and the Merit of the Offence shall require, as aforesaid; and in case any Person or Persons being convicted and sentenced by the President and Council of the said Governor and Company, in the Countries, Lands, or Limits aforesaid, their Factors or Agents there, for any Offence by them done, shall appeal from the same; that then and in such Case, it shall and may be lawful to and for the said President and Council, Factors, or Agents, to seize upon him or them, and to carry him or them home Prisoners into England, to the said Governor and Company, there to receive such condign Punishment as his Cause shall require, and the Law of this Nation allow of: and for the better Discovery of Abuses and Injuries to be done unto the said Governor and Company, or their Successors, by any Servant by them to be employed in the said Voyages and Plantations, it shall and may be lawful to and for the said Governor and Company, and their respective President, Chief Agent or Governor in the Parts aforesaid, to examine upon Oath all Factors, Masters, Pursers, Supercargoes, Commanders of Castles, Forts, Fortifications, Plantations or Colonies, or other Persons, touching or concerning any Matter or Thing, in which by Law or Usage an Oath may be administered, so as the said Oath, and the Matter therein contained, be not repugnant, but agreeable to the laws of this Realm. AND, WE DO hereby streightly charge and command all and singular, our Admirals, Vice-Admirals, Justices, Mayors, Sheriffs, Constables, Bailiffs, and all and singular other our Officers, Ministers, Liege Men and Subjects whatsoever, to be aiding, favouring, helping and assisting, to the said Governor and Company, and to their Successors, and to their Deputies, Officers, Factors, Servants, Assigns and Ministers, and every of them, in executing and enjoying the Premises, as well on Land as on Sea, from time to time, when any of you shall thereunto be required; ANY STATUTE, Act, Ordinance, Proviso, Proclamation, or Restraint heretofore had, made, set forth, ordained, or provided, or any other Matter, Cause or Thing whatsoever to the contrary in any wise notwithstanding, IN WITNESS WHEREOF, we have caused these Our Letters to be made Patent; WITNESS OURSELF at Westminster, the Second Day of May, in the Two and Twentieth Year of Our Reign.

By Writ of Privy Seal,  
PIGOTT.

SUPPLEMENTAL CHARTER, 9th September, 1884.

Victoria, by the grace of God of the United Kingdom of Great Britain and Ireland Queen, Defender of the Faith, Empress of India, to all to whom these presents shall come, greeting.

Whereas by a Royal charter granted on the 2nd day of May in the two-and-twentieth year of the reign of his late Majesty King Charles the Second (in this our charter called "the original charter"), a company was incorporated by the name of "The Governor and Company of Adventurers of England trading into Hudson's Bay" with a common seal, for the purpose of trading within the territories mentioned in said original charter:

And whereas by the said original charter, after declaring that one of the Company should be elected in manner thereafter mentioned, to be called the Governor of the Company, and that the said Governor and Company should or might elect seven of their members in such form as thereafter mentioned, to be called the Committee of the Company, which Committee of seven or any three of them, together with the Governor or the Deputy-Governor for the time being, should have the general management of the affairs of the Company, it was declared that the Governor and Company and their successors should from thenceforth for ever be ruled, ordered, and governed according to such manner and form as was thereafter expressed, and not otherwise:

And whereas by the said original charter, after appointing Prince Rupert to be the first Governor of the Company, and seven persons to be the seven first Committees of the Company, it was provided that it should and might be lawful to or for the said Governor and Company for the time being or the greater part of them at any public assembly, commonly called the Court General, to be holden for the said Company, the Governor of the said Company being always one from time to time, to elect, nominate, and appoint one of the said Company to be Deputy to the said Governor, which Deputy should take a corporal oath before the Governor and three or more of the Committee of the said Company for the time being, well and truly and faithfully to execute his said office of Deputy to the Governor of the said Company, and after his oath so taken should and might from time to time, in the absence of the said Governor, exercise and execute the office of Governor of the said Company in such sort as the said Governor ought to do:

And whereas the said original charter similarly provided for the election in each and every year between the first and last day of November of one of the Company to be Governor for one whole year then next following, and required the Governor or Deputy-Governor for the time being to be present at each such election, and required the person so elected to be Governor of the Company, before being admitted to execute his office, to take a corporal oath before the last Governor being his predecessor, or his Deputy, and any three or more of the Committee of the said Company for the time being, that he would well and truly execute the office of Governor:

And whereas the said original charter similarly provided for the election in each and every year between the first and last day of November of seven of the Company to be a Committee of the Company for one whole year then next ensuing, and required the Governor or the Deputy-Governor of the Company for the time being to be present at each, such election, and required the persons so elected to be a Committee of the Company, before being admitted to execute their office to take a corporal oath that they and every of them should well and faithfully perform their office of Committee.

And whereas the said original charter similarly provided for the election of a Governor or a Deputy-Governor of the Company in the event of the Governor or Deputy-Governor for the time being, at any time within one year after being elected and sworn to the office of Governor or Deputy-Governor, dying or being removed from his office (which Governor or Deputy-Governor not demeaning himself well in his office was to be removeable at the pleasure of the rest of the Company or the greater part of them present at a general court), and provided that the Governor or Deputy-Governor so elected should hold office for the residue of the said year, and before being admitted to execute his office should take a corporal oath as aforesaid:

And whereas the said original charter similarly provided in the event of any person or persons of the Committee of the Company for the time being within one year after being elected and sworn to such office dying or being removed from his or their office (which Committee not demeaning themselves well in their said office were to be removeable at the pleasure of the Governor and Company or the greater part of them, whereof the Governor for the time being, or his deputy should be one), for the election of one or more of the Company to be of the Committee in the place of him or them dying or being removed as aforesaid, and the said original charter provided that the person or persons so elected should hold office for the residue of the said year, and before being admitted to execute the office of Committee should take a corporal oath as aforesaid, and the Governor or the Deputy-Governor for the time being was required to be present at each such election.

And whereas by the said original charter the Governor and Company were empowered to assemble themselves and hold court for the Company and the affairs thereof, and it was thereby declared that it should be lawful for them and the greater part of them present at such assembly, whereof the Governor or his Deputy for the time being should be one, to make, ordain, and constitute such and so many laws,



constitutions, orders, and ordinances as to them or the greater part of them being there present should seem necessary and convenient for the good government of the Company, and at their pleasure to revoke and alter the same or any of them as the occasion should require:

And whereas by the said original charter the Governor or Deputy-Governor for the time being was required to be present at the admission into the Company of servants, factors, and other persons:

And whereas by the said original charter it was declared that it should be lawful in all elections and bye-laws to be made by the general court of the Adventurers of the said Company, that every person should have a number of votes according to his stock, that was to say, for every hundred pounds by him subscribed or brought into the present stock one vote, and that any of those who had subscribed less than one hundred pounds might join their respective sums to make up one hundred pounds and have one vote jointly for the same, and not otherwise:

And whereas by a deed under the seal of the Company, dated the nineteenth November, One thousand eight hundred and sixty-nine, certain rights of government and other rights and privileges granted, by the said original charter, but not affecting the subject matter of this our charter, were duly surrendered to Her Majesty, and such surrender was duly accepted by Her Majesty by an instrument under her sign manual:

And whereas for many years the capital of the Company has comprised no stock, but has been and is now divided into shares of equal value, and it is desirable that the qualification for votes should be changed from the holding of stock in the Company to the holding of shares therein:

And whereas many of the provisions contained in the original charter have been found very inconvenient in practice, and are not in accordance with the usual provisions regulating the affairs of modern companies, and in particular the following provisions have been found very inconvenient, that is to say: the provisions requiring the Governor, Deputy-Governor, and Committee to be elected every year, and fixing the date of the election between the first and last day of November; the provisions requiring the presence of the Governor or Deputy-Governor at the general courts for the elections of Governors or Members of the Committee, and at the general courts assembled for the purpose of making bye-laws, and on other occasions specified in the said original charter; the provisions requiring a corporal oath to be taken by the Governor, Deputy-Governor, and Committee, and by certain other persons on certain occasions.

And whereas, in addition to the above provisions complained of, the absence of any power in the said original charter enabling the Governor, Deputy-Governor, or any member of the Committee, to resign office, or enabling votes to be taken by proxy, and the absence of several other powers usually given to trading companies for the better regulation of their internal affairs, has been found in practice to be very inconvenient and detrimental to the interests of the Company.

And whereas the Company is desirous that the provisions in the original charter above complained of should be cancelled or modified, and has applied to us for a supplemental charter embodying more suitable provisions.

Now know ye that We by these presents do will and ordain that the several provisions contained in the said original charter relating to the election to the office of Governor, Deputy-Governor, or Committee, and to the filling up of any vacancy in any such office, and requiring corporal oaths to be taken, and the other provisions contained in the said original charter, shall, so far as they are inconsistent with the provisions contained in this our charter, on and after the day of the date of this our charter, cease to be in force and be annulled.

And We do hereby further will and ordain that, notwithstanding anything contained in the original charter, the presence of the Governor or Deputy-Governor at any general court or at any meeting of the Governor, Deputy-Governor, and Committee (who are hereinafter collectively referred to as the Board) shall not be essential for the proper holding of such court or Board meeting, and that nothing done at any general court or meeting of the Board shall be questioned or disputed on the ground of the absence of the Governor or Deputy-Governor from such general court or meeting of the Board, and that in case neither the Governor nor Deputy-Governor happen to be present at any such general court or meeting of the Board, at the appointed time for holding such general court or meeting of the Board, the members of the Committee present or the major part of them shall nominate and appoint one of themselves Chairman or President of such court or Board, and that the general powers of management and other powers given by the said original charter to any three members of the Committee, together with the Governor or Deputy-Governor, shall be exercisable by any four members of the Board, whether the Governor or Deputy-Governor shall form one of such four or not.

And We do hereby further will and ordain that, notwithstanding anything contained in the original

charter, a general court for the Company shall be held every year at such place and on such day in November or December as may be appointed by the Board.

And We do hereby further will and ordain that every question submitted to a general court shall be decided by a show of hands, unless before or upon the declaration of the result of the show of hands, a poll is demanded by at least five members present at such general court, and holding in the aggregate not less than One hundred shares, and unless a poll is so demanded a declaration by the Chairman that the motion has been carried or lost, or carried or lost by a particular majority, shall be deemed conclusive evidence of the fact without proof of the number or the proportion of the votes recorded in favour of or against the motion, and that if a poll is demanded as aforesaid, it shall be taken in such manner and at such time and place and either at once or after an interval or adjournment, as the Chairman of the general court directs, and the result of such poll shall be deemed to be the resolution of the general court at which the poll was demanded. In case of an equality of votes, the Chairman shall, whether on a show of hands or at the poll, have a casting vote in addition to the vote or votes to which he may be entitled as a member.

In computing the majority when a poll is demanded, reference shall be had to the number of votes to which each member is entitled by this our charter.

And We do hereby further will and ordain that, notwithstanding anything contained in the original charter, every member of the Company shall have one vote for every five shares in the Company held by him, and that any of those members who hold less than five shares may join their respective shares, so as to make up five or more shares, and have one vote jointly for the same; provided nevertheless that no member shall be entitled to vote, or to join with any other member or members in making up a joint vote at any general Court in respect of any shares or share, unless he shall have been the holder of such shares or share for at least six months prior to such general Court.

And We do hereby further will and ordain that votes may be given at every general court either personally or by proxy, but such proxy must be a proprietor in the Company, and himself entitled to vote, and the appointment of every such proxy must be in writing and must be in the form following or to the like effect, that is to say:

I (or we) appoint \_\_\_ my (our) proxy to vote and act for me (us) and in my (our) name (names) on all questions at the general court of the Hudson's Bay Company to be held on the \_\_\_ day of \_\_\_ and every adjournment thereof whereat I (we) shall not be present in person. Dated this \_\_\_ of \_\_\_.

And We do hereby further will and ordain that the Chairman may, with the consent of the meeting, adjourn any general court from time to time and place to place, but that no business shall be transacted at any adjourned general court other than the business left unfinished at the general court from which the adjournment took place.

And We do hereby further will and ordain that, notwithstanding anything contained in the original charter, the Governor, Deputy-Governor, and Committeemen shall, after the year One thousand eight hundred and eighty-four, hold their respective offices subject to retirement by rotation as hereinafter provided, that is to say, at the general court to be held in the year One thousand eight hundred and eighty-five, and at every succeeding general court, three members of the Board shall retire from office, and that, until all the present Board shall in turn have retired, the members of the Board to retire shall from time to time be determined by ballot or otherwise amongst the members of the present Board, or such of them as for the time being shall not have retired, but afterwards the members of the Board to retire shall be those who shall have been longest in office since their last election, and as between members of the Board of equal seniority the member or members to retire shall be determined by lot; provided always that the Governor and Deputy-Governor shall not both retire at the same time, and that in the ballot for determining who shall retire in the year One thousand eight hundred and eighty-five, the Governor and Deputy-Governor shall not both be included, but only one of them, such one to be determined by lot; and in the event of neither the Governor nor the Deputy-Governor being selected by ballot to retire in the year One thousand eight hundred and eighty-five, one of them to be determined by lot shall retire in the year One thousand eight hundred and eighty-six. And provided always that a retiring member of the Board shall be eligible for re-election, and that, if the retiring member be the Governor or Deputy-Governor of the Company, he shall be eligible for re-election, or any other member of the Board shall be eligible for election as Governor or Deputy-Governor respectively; and in the event of any member of the Board being elected to the office of Governor or Deputy-Governor, in the place of the retiring Governor or Deputy-Governor such member shall be deemed to have retired from his former office.

And We do hereby further will and ordain that, notwithstanding anything contained in the original

charter, the Company at any general court at which any members of the Board retire in manner aforesaid shall if it be the turn for the Governor or Deputy-Governor to retire first fill up that office, and then shall fill up the other vacated offices, including any office rendered vacant by the election of any member of the Board to the office of Governor or Deputy-Governor as aforesaid, by electing a like number of persons to be members of the Board; and that every election or re-election to the office of Governor, Deputy-Governor, or Committee shall be conducted in the manner and according to the forms from time to time to be prescribed by the bye-laws of the Company, and that such notice of the names of every candidate for election or re-election to any such office shall be given as may be required by the bye-laws for the time being in force.

And We do hereby further will and ordain that notwithstanding anything contained in the original charter, any member of the Board may at any time give notice to the Board in writing of his wish to resign, and on the acceptance of his resignation by the Board, but not before, his office shall be vacant.

Nothing in this our charter contained shall affect the power given by the original charter to the Company to remove any Governor, Deputy-Governor, or member of the Committee who should not demean himself well in his respective office.

And We do hereby further will and ordain that, notwithstanding anything in the original charter contained, any casual vacancy occurring among the members of the Board through death, resignation, removal, or other cause, except the expiration of the period of office, may be filled up by the Board or the remaining members of the Board, whatever there number may be, and if the casual vacancy occur in the office of Governor or Deputy-Governor, such vacancy may be filled by electing any one of the remaining members of the Board; and if so filled up a casual vacancy shall be deemed to have occurred in the office of the member of the Board so elected to the office of Governor or Deputy-Governor; provided always that any person so chosen to fill up any casual vacancy shall retain his office until the next general court held for the election of members of the Board, and at such general court the Company shall either confirm such person in his office or shall elect some other person to hold such office in his place, and provided always that the person so chosen and confirmed as aforesaid or the person elected by the Company in his stead (as the case may be) shall retain his office so long only as the vacating member of the Board would have retained the same if no vacancy had occurred, and provided always that, notwithstanding any vacancy in the Board, the continuing members of the Board may act so long as there remains not less than four members of the Board.

And We do hereby further will and ordain that, notwithstanding anything contained in the original charter, the corporal oath thereby required to be taken on the occasions and by the persons therein mentioned shall no longer be required to be taken by any person on any occasion whatsoever.

In witness whereof we have caused these our Letters to be made patent. Witness Ourselves at Westminster, the ninth day of September, in the forty-eighth year of our reign.

**BY WARRANT UNDER THE QUEEN'S SIGN MANUAL.**

PALMER.

[Seal.]

LONDON: PRINTED BY SIR JOSEPH CAUSTON & SONS 47, EASTCHEAP, E.C. AND 114, SOUTHWARK STREET, S.E.

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