

An Agreement made this Twelfth day of February  
in the Year of our Lord one thousand eight hundred and Sixty Two  
BETWEEN Charles Hay

in the Parish of Walls in the County of Down & Shelburne  
in North Brolmead of the one part, and The Governour and Company of Adventurers  
of England, trading into Hudsons Bay, by Edward Clouston residing in St James  
their Agent, of the other part, as follows:-



The said Charles Hay hereby contracts and agrees to enter into the service and  
employment of the said Company in North America in the capacity of Labourer  
and that he will embark when thereunto required on board such Ship or Vessel as shall be appointed by or on  
behalf of the said Company and proceed to Hudsons Bay and for the term of Five years to  
be computed from the said Embarkation and for such further time as hereinafter mentioned and faithfully  
serve the said Company as their hired servant in the capacity of Labourer  
and devote the whole of his time and labour in their Service and for their sole benefit, and that he will do his  
duty as such and perform all such Work and Service by day or by night for the said Company as he shall be  
required to do and obey all the orders which he shall receive from the Governours of the Company in North  
America or other their Officers or Agents for the time being. And that he will with courage and fidelity in  
his said Station in the said Service defend the property of the said Company and their Factories and Territories  
and will not absent himself from the said Service nor engage or be concerned in any Trade or Employment  
whatsoever except for the benefit of the said Company and according to their orders And that all goods obtained  
by Barter with the Indians or otherwise which shall come to the hands or possession of the said  
Charles Hay shall be held by him for the said Company only, and shall be duly  
delivered up to the said Governours or other Officers at their Factory or Trading Post without any waste, spoil  
or injury thereto. And in case of any wilful neglect or default herein he shall make good to the said Company  
all such loss or damage as they shall sustain thereby to be deducted out of his wages. And that the said  
Charles Hay will faithfully obey all Laws, Orders and regulations established or  
made by the said Company for the good government of their Settlements and Territories. And at all times  
during the residence of the said Charles Hay in North America he will defend the  
rights and privileges of the said Company and aid and support their Officers and Agents to the utmost of  
his power. And the said Charles Hay further engages and agrees that in case he shall  
omit to give notice to the Governour or Officers of the said Company in North America one year or upwards  
before the expiration of the said Term of Five Years of his intention to quit their Service and return to  
Europe then that he hereby promises and engages to remain one year longer and also until the next Ship in  
the Service of the said Company shall sail from thence to Europe as their hired servant in North America  
upon the like terms as are contained in this Contract. And the said Charles Hay  
also engages and agrees that in case the said Company shall not have any Ship which will sail from North  
America for Europe immediately after the expiration of the said term of Five Years or of such further term  
as hereinafter mentioned then he hereby promises and engages to remain in the Service as a hired servant  
of the said Company in North America until the next Ship of the said Company or some Ship provided by them  
shall sail from thence to Europe upon the like terms as are contained in this Contract. Provided always that

And the said Charles Hay further agrees to keep watch and ward and perform  
such other work in the Navigation of the Ship of the said Company in which he shall be embarked on the  
said Company for outward and homeward Voyages as he shall be required to perform by the Commanding Officer of the said vessel  
on behalf of the said Company hereby engages that upon  
condition of the due and faithful service of the said Charles Hay in like  
manner as aforesaid but not otherwise the said Charles Hay shall receive from  
the said Company after the rate of Twenty two Pounds Sterling  
per annum, to commence on the day of his embarkation for Hudsons Bay as aforesaid and up to the day of  
his embarkation for Europe in one of the Ships of the said Company's Service or in any Ship provided by  
the said Company. Provided always and it is hereby expressly agreed between the said parties thereto, that it shall be lawful for the  
Governour or Governours or other Officers of the said Company in North America at any time during the said  
Term of Five years or such additional term as aforesaid to dismiss the said Charles Hay  
from their Service and direct his return from thence to Europe in one of the Ships in their  
employment or in some Ship provided by them and in such case his wages are to cease from the day of his  
embarkation for Europe. And further that in case the said Charles Hay shall at  
any time during this Contract desert the service of the said Company or otherwise neglect or refuse duty to discharge  
his duty as aforesaid then he shall forfeit and lose all his wages for the recovery whereof  
there shall be no relief either in Law or in Equity.

In Witness whereof the said parties have hereunto set their hands.

Signed in the presence of  
William Leaverton Witness  
William Leaverton Witness

Charles Hay  
Edward Clouston