

## Memorial to the Governor.

(Continued from 5th page.)

Footed up to 1 per cent of the whole; and Bangor and New York interest up to 2 1/2 per cent of the whole, making in all held by Newfoundland, Bangor and New York of the vendor certificates 49 per cent of the whole area. This agreement is understood to cover any interest that is possessed by Charles W. H. Tessler under an advertisement in the Royal Gazette for the same area, and should the rights of R. W. Strong expire, then this contract shall take force with Charles W. H. Tessler in all respects the same as with R. W. Strong, providing, nevertheless that if said contract between Messrs. Whitridge, Butler and Rice and others with the Anglo-American Development Co., Limited, does not mature and go through, then this contract is null and void.

The party of the first part is represented in person, and the party of the second part is represented by R. H. Wing, one of the directors of the Anglo-American Development Co., Limited, who will all sign this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED—  
R. W. Strong,  
C. W. H. Tessler,  
Anglo-American Development Co., Ltd.,  
per R. H. Wing,  
duly authorized.

STATE OF NEW YORK  
COUNTY OF NEW YORK

On this 6th day of February, 1910, before me, H. L. Stewart, a Notary Public, in and for the said County and State, personally appeared R. W. Strong, Chas. W. H. Tessler, and R. H. Wing, who acknowledged to me that they were the persons who signed the above mentioned agreement.

H. L. STEWART,  
Notary Public,  
New York County.

EXTRACTS FROM AGREEMENT,  
FEBRUARY 16th, 1910.

AGREEMENT made this sixteenth day of February, 1910, between Charles W. H. Tessler of St. John's, Newfoundland, Ralph W. Strong of St. John's, Newfoundland, Roscoe H. Wing of Bangor, Maine, Charles D. Stanford of Bangor, Maine, and Donald Morison of St. John's, Newfoundland, being the holders of all the capital stock of the Anglo-American Development Company, Ltd., a corporation organized under and by virtue of the laws of Newfoundland, (hereinafter called the "Vendors"), parties of the first part; Roscoe H. Wing, Charles D. Stanford, both of Bangor, aforesaid, and R. W. Strong, Edwin G. Merrill and all of the city of New York, (hereinafter called the "Syndicate Managers"), parties of the second part, Central Trust Company of New York, a corporation of New York (hereinafter called the "Trust Company"), party of the third part, and sundry persons, co-partnerships, and corporations, as shall sign this agreement or become holders of Subscribers' Participation Certificates issued hereunder (hereinafter called the "Subscribers' Participation Certificates"), parties of the fourth part.

WITNESSETH,  
WHEREAS, the Vendors are the owners and holders of the entire capital stock of the Anglo-American Development Company, Ltd., (hereinafter called the "Development Company"), which has acquired the right to certain timber licenses and interests more particularly described in the Prospectus hereto annexed; and

WHEREAS, the Vendors are desirous of obtaining subscriptions to a fund of Two Hundred and Fifty Thousand Dollars (\$250,000), with which to provide for the payments in respect of such timber licenses, and for certain other expenses and charges of the Development Company, of the Syndicate Managers, and of the Trust Company in connection therewith, and the expenses incurred or to be incurred under this agreement; and

WHEREAS, in order to obtain subscriptions to such a fund the Vendors have agreed to deposit with the Trust Company subject to the order of the Syndicate Managers, all share certificates representing the entire capital stock of the Development Company, duly endorsed for transfer, together with the transfer books, minutes, books, and such other books and documents and records as the Syndicate Managers may require, to be held under



the provisions of this agreement; and

WHEREAS, the parties hereto have agreed that the Syndicate Managers shall be vested with the absolute control, in their unrestricted discretion, of the enterprise described in the prospectus during the period, hereinafter provided, in accordance with the provisions of this agreement; and

WHEREAS, it has been agreed that the participation in the enterprise represented in the Development Company, shall be divided into two classes, namely those issued to the Vendors, which shall be known as "Vendors' Participation Certificates," and those issued to cash subscribers, which shall be known as "Subscribers' Participation Certificates";

Next Follows the Covenants by

(1) The Vendors

(2) The Syndicate Managers, among them, is the following covenant:

(3) Upon performance by the vendors of their covenants as hereinbefore set forth, the Syndicate Managers shall cause to be issued the following Vendors' Participation Certificates in the form hereto annexed and marked Vendors' Participation Certificates:

Donald Morison 3 per cent.  
Charles W. H. Tessler 8 per cent.  
Ralph W. Strong 8 per cent.  
Roscoe H. Wing 5 per cent.  
Charles D. Stanford 10 1/2 per cent.  
Charles D. Stanford 5 per cent.  
Samuel J. Ford 1 per cent.  
Howard G. Dickenson 5 per cent.  
(4) The Subscribing Participants. Among them is the following covenant:

(b) Each subscribing participant shall, on the payment of his subscription—or such portions thereof as may be called by the Syndicate Managers—be entitled, as herein provided to share with the holders of the Vendors' Certificates, the benefits of the enterprise described in the prospectus, on the basis of forty-nine per cent, to the holders of the Vendors' Participation Certificates, and fifty-one per cent, pro rata to the holders of the Subscribers' Participation Certificates.

Fourth: The Trust Company.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CHARLES W. H. TESSIER (L.S.)  
RALPH W. STRONG (L.S.)  
ROScoe H. WING (L.S.)  
CHARLES D. STANFORD (L.S.)  
DONALD MORISON (L.S.)  
By: C. D. Stanford,  
Attorney in fact.

ROScoe H. WING  
CHARLES D. STANFORD.

PROSPECTUS.

Anglo Development Company, Ltd.

The Anglo-American Development Company, Ltd., a corporation organized under the laws of Newfoundland, has acquired from the Government of Newfoundland the right to secure licenses for the term of ninety-nine years from the date of their issue to cut timber upon thirteen thousand eight hundred and fifty-three (13,853) square miles of virgin timber lands situated along the East Coast of Labrador, beyond the three mile limit, as follows:

953 Square miles situated south of the three mile limit;  
2,100 Square miles situated at Hopeville;  
2,800 Square miles situated at North River; above areas under approval to the Anglo-American Development Co., Ltd., 1910, on say 10-000 miles, estimated amount of timber to be found by survey, \$20,000.

Less amount overpaid in 1909, 4,588.00  
3 years further rental on 10,000 miles, 60,000.00  
Additional rental of \$1.00 per mile if required, 40,000.00  
Pulp factory, 20,000.00  
Legal and other expenses incidental to the proposition, 35,000.00  
\$250,000.00

The Company also has an option to purchase 1,000 square miles adjoining to Strait of Belle Isle, at fifteen cents an acre. This option, if exercised, will require an additional expenditure of \$96,000.00.

The present holders of the stock of the Anglo-American Development Company, Ltd., have agreed to transfer the same to the Central Trust Company of New York, to be held subject to the terms of an agreement bearing date the 16th day of February, 1910, between the said stockholders, therein described, parties of the first part; Roscoe H. Wing, Charles D. Stanford, Frederick W. Whitridge, Edwin G. Merrill and all of the city of New York, parties of the second part; the Central Trust Company of New York, party of the third part; and sundry persons, co-partnerships, and corporations, as shall sign this agreement or become holders of Subscribers' Participation Certificates issued hereunder, parties of the fourth part, to be held by me under Vendors' Participation Certificate No. 1.

(See 7th page.)

Witness to all the signatures hereto,  
R. S. DeDrew.

N. B.—This agreement is filed in the Registry of Companies.

B. 4—A Redistribution of Interests Between Morison, Tessler and Strong.

THIS AGREEMENT made at St. John's, Newfoundland, this first day of March, A. D. 1910, between CHARLES W. H. TESSIER, of St. John's aforesaid, Merchant, of the first part, RALPH W. STRONG, of St. John's aforesaid, Merchant, of the second part, and DONALD MORISON, of the same place, Solicitor, of the third part, WHEREAS, by agreement, dated the 16th day of February last made between Charles W. H. Tessler, Ralph W. Strong, Roscoe H. Wing, Charles D. Stanford, Frederick W. Whitridge, Edwin G. Merrill and all of the city of New York, parties of the second part, the Central Trust Company of New York, party of the third part, and sundry persons, co-partnerships, and corporations, as shall sign this agreement or become holders of Subscribers' Participation Certificates issued hereunder, parties of the fourth part, it was agreed that upon the performance of certain covenants and conditions which are fully set forth in the said agreement, Vendors' Participation Certificates should be issued under the said agreement to the parties hereto as follows, that is to say:

To Donald Morison 3 per cent.  
To Charles W. H. Tessler 8 per cent.  
To Ralph W. Strong 8 per cent.  
AND WHEREAS the said parties are equally interested in the said Vendors' Participation Certificates and are desirous that same may clearly appear, it is HEREBY AGREED as follows:

(1) The parties to this agreement shall share equally in the said Vendors' Participation Certificates and each of the parties hereto shall be entitled to one third share of the total amount of said certificates and of the profits, benefits or advantages which have accrued to the parties hereto or any of them under or in connection with the said agreement and the actions which are fully set forth in this agreement that the parties hereto shall share equally in all profits, benefits or advantages which may accrue to any of them from their interests in the timber lands aggregating thirteen thousand eight hundred and fifty-three miles described in the prospectus attached to said agreement of the 16th of February last.

(2) Each of the said parties agree to do all such further acts and execute all such further documents or instruments as shall be necessary to carry into effect the provisions of this agreement in and for the vesting in each of the parties hereto

Additional expenses:  
2nd year's rental, due Nov. 30th, 1910, on say 10-000 miles, estimated amount of timber to be found by survey, \$20,000.  
Less amount overpaid in 1909, 4,588.00  
3 years further rental on 10,000 miles, 60,000.00  
Additional rental of \$1.00 per mile if required, 40,000.00  
Pulp factory, 20,000.00  
Legal and other expenses incidental to the proposition, 35,000.00  
\$250,000.00

The Company also has an option to purchase 1,000 square miles adjoining to Strait of Belle Isle, at fifteen cents an acre. This option, if exercised, will require an additional expenditure of \$96,000.00.

The present holders of the stock of the Anglo-American Development Company, Ltd., have agreed to transfer the same to the Central Trust Company of New York, to be held subject to the terms of an agreement bearing date the 16th day of February, 1910, between the said stockholders, therein described, parties of the first part; Roscoe H. Wing, Charles D. Stanford, Frederick W. Whitridge, Edwin G. Merrill and all of the city of New York, parties of the second part; the Central Trust Company of New York, party of the third part; and sundry persons, co-partnerships, and corporations, as shall sign this agreement or become holders of Subscribers' Participation Certificates issued hereunder, parties of the fourth part, to be held by me under Vendors' Participation Certificate No. 1.

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Additional rental of \$1.00 per mile if required, 40,000.00  
Pulp factory, 20,000.00  
Legal and other expenses incidental to the proposition, 35,000.00  
\$250,000.00

The Company also has an option to purchase 1,000 square miles adjoining to Strait of Belle Isle, at fifteen cents an acre. This option, if exercised, will require an additional expenditure of \$96,000.00.

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N. B.—This agreement is filed in the Registry of Companies.

B. 4—A Redistribution of Interests Between Morison, Tessler and Strong.

THIS AGREEMENT made at St. John's, Newfoundland, this first day of March, A. D. 1910, between CHARLES W. H. TESSIER, of St. John's aforesaid, Merchant, of the first part, RALPH W. STRONG, of St. John's aforesaid, Merchant, of the second part, and DONALD MORISON, of the same place, Solicitor, of the third part, WHEREAS, by agreement, dated the 16th day of February last made between Charles W. H. Tessler, Ralph W. Strong, Roscoe H. Wing, Charles D. Stanford, Frederick W. Whitridge, Edwin G. Merrill and all of the city of New York, parties of the second part, the Central Trust Company of New York, party of the third part, and sundry persons, co-partnerships, and corporations, as shall sign this agreement or become holders of Subscribers' Participation Certificates issued hereunder, parties of the fourth part, it was agreed that upon the performance of certain covenants and conditions which are fully set forth in the said agreement, Vendors' Participation Certificates should be issued under the said agreement to the parties hereto as follows, that is to say:

To Donald Morison 3 per cent.  
To Charles W. H. Tessler 8 per cent.  
To Ralph W. Strong 8 per cent.  
AND WHEREAS the said parties are equally interested in the said Vendors' Participation Certificates and are desirous that same may clearly appear, it is HEREBY AGREED as follows:

(1) The parties to this agreement shall share equally in the said Vendors' Participation Cert