

Mr. M'Kenzie on the other hand, in the name of the North-West Company, agreeing, in like manner, to make compensation for the damages occasioned to Lord Selkirk, or his settlers, by any wrongful acts of the partner's clerks, servants, or adherents of the Company, whether by their order or not.—In order to ensure that the Arbiters should be men of perfect impartiality, as well as of adequate talents and character, the nomination was to be left to the two Chief Justices of England.—It was agreed at the same time, that the goods and moveable property of every description, at Fort William, should be sold to Lord Selkirk, at the prices at which they were found valued in the Inventories of the Company; with the exception of the furs, that were packed up ready for exportation, which were to be consigned to the Arbiters, and the proceeds of their sale to be held by them in trust, till their investigations should be concluded. It was on the other hand agreed, that Lord Selkirk should convey to the Arbiters, an estate of equal value, so that they should have adequate funds in their hands, to pay the amount of their award to whichever side it might be found due.—As a further measure to establish and give effect to these arrangements, the furs were transferred to Lord Selkirk, by the form of a sale, for a nominal price, but under a condition that the sale was to be of no effect, if the other partners should not obstruct the consignment of the furs to the Arbiters.

Mr. M'Kenzie was sensible that this arrangement would not prove agreeable to the Montreal Agents.