

THIS AGREEMENT made in triplicate at Vancouver, B. C. this 19th day of March, 1937, between

SUNG YICK and SUNG HAM

of the City of Vancouver, B. C. hereinafter called the "CONTRACTORS" of the First Part, and

THE ANGLO-BRITISH COLUMBIA PACKING COMPANY LIMITED, of London and British Columbia, hereinafter called the "COMPANY" of the Second part:

WITNESSETH: That the said Contractors in consideration of the covenants on the part of the said Company, hereinafter contained, hereby covenant and agree to and with the said Company in the manner following, that is to say:-

That they will at any and all times during the canning season of 1937 supply to the Company all skilled labour required by them or their Manager at their NORTH PACIFIC CANNERY, SKEENA RIVER, B. C. for the making of cans, and they hereby promise and agree that they will make the cans in a good, skillful and workmanlike manner with the machines, tools and appliances installed at North Pacific Cannery.

And that they will further agree to take the cans when made from the machinery and place in boxes and lightly nail or wire the covers on boxes, or in the case of fibre boxes to glue or stitch same, and store in any part of the cannery desired, or pile in loft in bulk at Manager's option, and having due regard to cleanliness, perform all the work necessary to be done in the making of cans during the canning season of 1936, at the cannery called North Pacific Cannery, on Skeena River.

And they agree further to supply a sufficient number of men by April First, 1937, to make not less than one hundred thousand cans per day, and said force of men shall work continuously until such quantities of cans shall have been made as the Manager of the Company shall deem sufficient for the season's work, which quantities are approximately as follows:-

60,000 cases $\frac{1}{2}$ Flats.

The above quantity is subject to alteration as may be found necessary by the Company.

That the Contractors further agree that they will at any and all times during the season take from the wharf or from scows alongside the wharf all material necessary for can-making, including tinplate, coal, firewood, lead, solder, boxes and all other things necessary for the making of cans, and that during the progress of the said work they will use all diligence and care in the putting up of the cans and do all such work under the direction and supervision and to the entire satisfaction of the Manager of the Cannery for the time being.

And it is mutually agreed between the parties hereto and provided that if the work shall not be commenced and proceeded with to the satisfaction of the Company, or their Manager for the time being, it shall be lawful for said Company, or their Manager as aforesaid, to give notice requiring the Contractors to enter upon and regularly proceed with the said work, and in case the said Contractors shall immediately after such notice be given make default in commencing or regularly proceeding with the said work, the Company may employ any other workmen by contract or otherwise, and pay them out of the money remaining due to the Contractors, and the Contractors shall be liable for all losses that the Company may sustain through want of sufficient labour to carry on work in the Cannery for the season 1937.

And in case Contractors fail to have completed the making of the hereinbefore stated number of cans by the Thirtieth of June, 1937, they agree to pay to the Company the sum of Eighty Dollars per day for each day that may be required to complete this number.

In the event of any dispute arising between the Contractors

and the Company concerning any of the matters aforesaid, the Contractors shall and will abide by, observe, perform, fulfil, and keep, and in all things obey the decision in writing of the Manager for the time being.

The Company agrees to provide all the tools, machinery, implements and material necessary for making the said cans; the Company also agrees to provide a White Foreman, and Lineman to superintend the working of the machinery.

The Company agrees to pay the Contractors for making Cans:-

Seven (7) cents per case for all $\frac{1}{2}$ lb. Flat Cans
(96 cans to the case).

In the case of wooden boxes the Contractors agree to nail boxes and pile same when nailed or wired to the satisfaction of the Manager and at points indicated by him for the price of One and one-quarter cents ($1\frac{1}{4}$ ¢) per box.

In the case of fibre boxes the Contractors agree to stitch or glue same and pile when stitched or glued to the satisfaction of the Manager and at points indicated by him for the price of per box. (To be arranged with Manager).

The Contractors agree to supply whatever labour may be required on the cannery premises, other than trucking Salmon, which is not included in the contract, at Thirty cents (30¢) per hour.

The Contractors agree to pay the fares of his workmen to and from the cannery.

The Company reserve the right to change at any time the number of cans to be made under this contract or to cancel the contract should the Company consider this necessary, without claim on the Company.

SIGNED, SEALED and DELIVERED

In the presence of:

Henry D. Lord

Sung Yick & Sung Ham
Per Sung Yick

The Anglo-British Columbia Packing Co., Ltd.

H. BELL-IRVING & CO., LTD.
AGENTS

Per

TRIPPLICATE.

SUNG QUONG and SUNG HAM
CONTRACT FOR MAKING CANS AT
NORTH PACIFIC CANNERY.

SEASON 1937.