

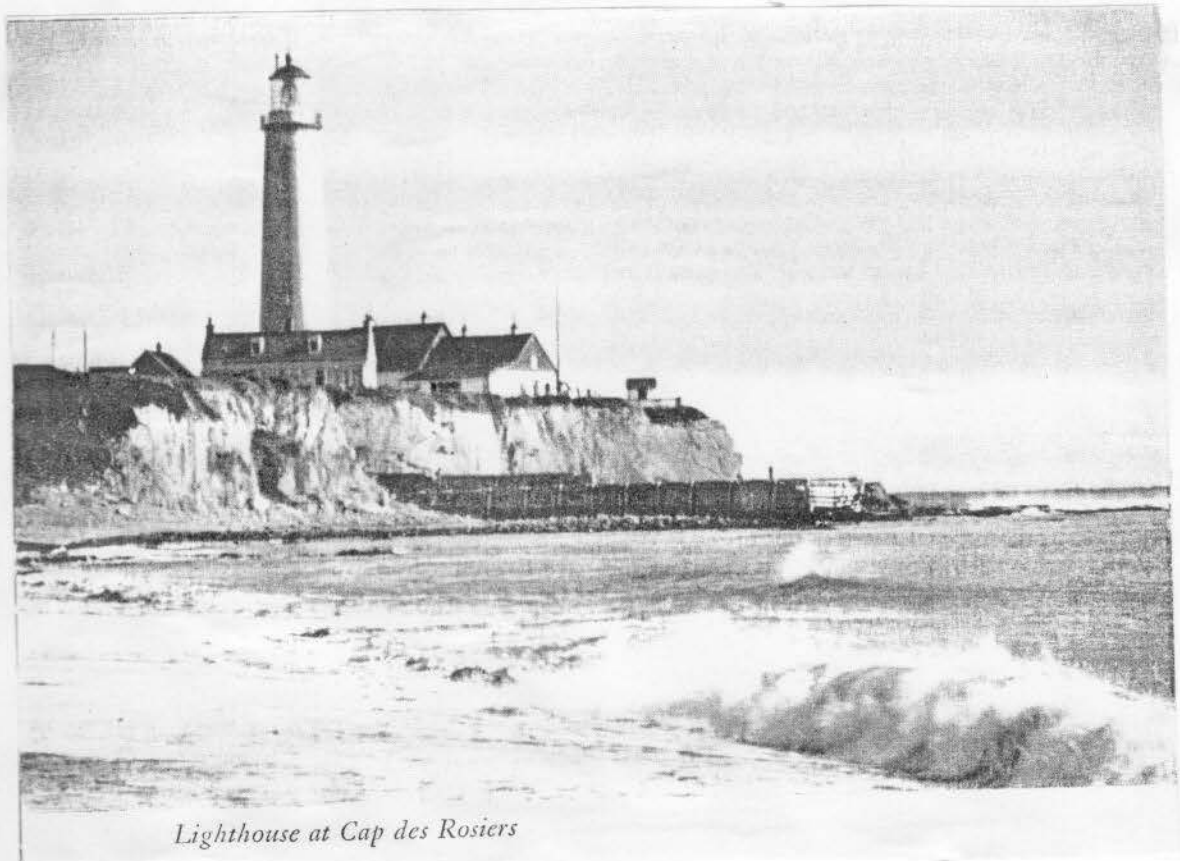
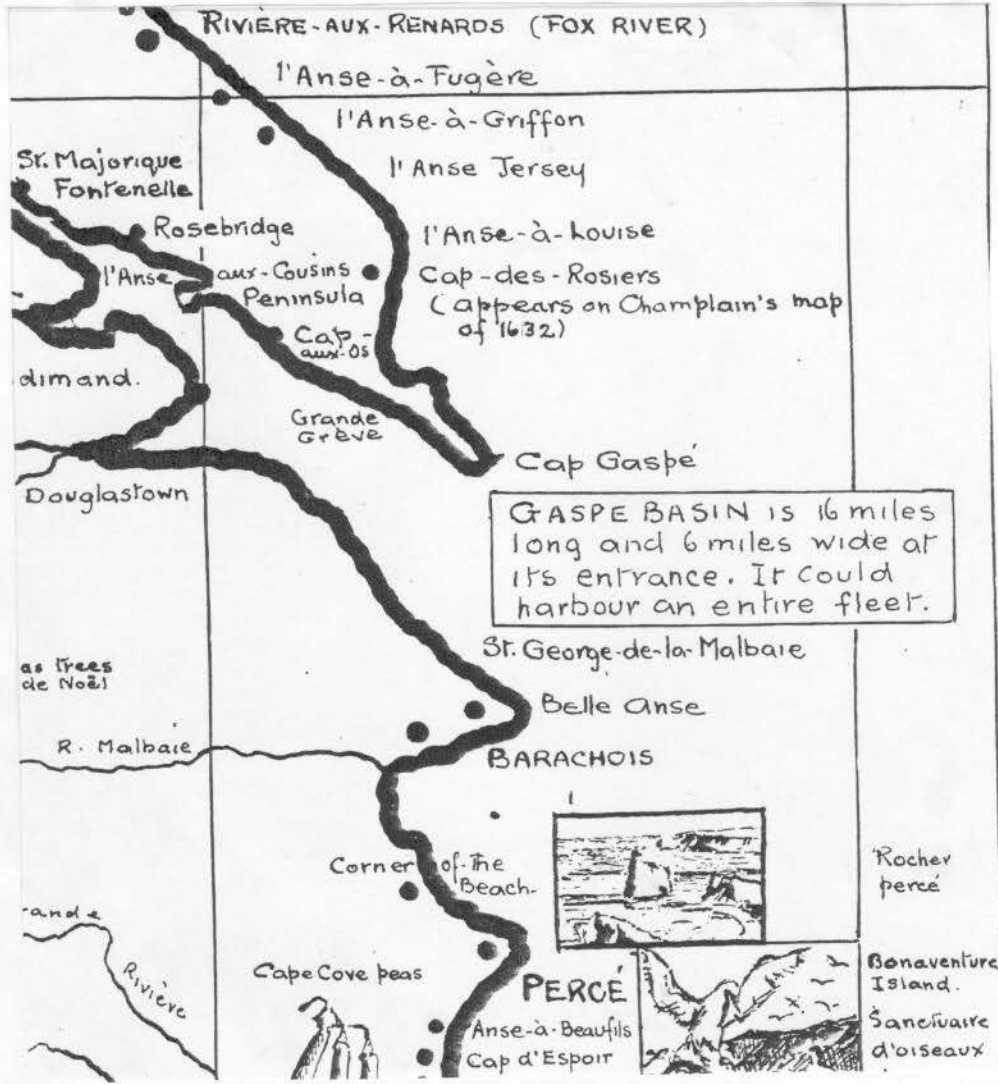
GASPÉ OF YESTERDAY

CHARTER PARTY  
OF  
BRIGANTINE OR VESSEL  
IN PART BUILT AT CAPE DES ROSIERS  
BELONGING TO PHILIPPE MOURANT  
BY THE SAID PH.MOURANT TO MR.JOHN VIBERT

Long before the great lighthouse was built and first lit at Cape des Rosiers in March, 1858, that headland with its dangerous offshore reefs was a major menace to shipping. Typical of the marine tragedies it saw was the wreck of the "CARRICK" in 1847 with the loss of Irish emigrants from Sligo.

It is of interest to note that as early as 1830 Philip Mourant had building at Cape des Rosiers a Brigantine of some seventy tons. In the meticulous details of the Deed of Charter Party that follows we are reminded of how prevalent shipbuilding was in Gaspesia and of the vital importance to the District of Gaspé shipping was in those distant days of sail.

KEN ANNETT



Lighthouse at Cap des Rosiers

CHARTER PARTY OF THE BRIGANTINE OR VESSEL IN PART BUILT AT  
CAPE DES ROSIERS, BELONGING TO PHILIPPE MOURANT, BY THE SAID  
PH. MOURANT TO MR. JOHN VIBERT.

On the Seventh day of September in the Year of Our Lord One Thousand eight hundred and thirty, Before us the undersigned Martin Sheppard, Notary Public, duly admitted and sworn for the Province of Lower Canada, being at the time of the execution hereof at Percé in the County of Gaspé, in the District of Gaspé in the said Province, And in the presence of the Witnesses whose names are hereinafter expressed and hereunto subscribed, personally came and appeared Mr. Philippe Mourant of Cape des Rosiers in the County of Gaspé, in the District of Gaspé, in the said Province, at present at Percé aforesaid, Trader, proprietor of the Brigantine or Vessel now on the stocks and in part built at Cape des Rosiers aforesaid, as herein after mentioned, of the one Part; and Mr. John Vibert, heretofore of the Island of Jersey, but now residing at Cape Cove in the County, District and Province aforesaid, and being at present at Percé aforesaid, Merchant, of the other Part: Which said parties in the presence of us the said Notary and Witnesses hereunto subscribing for the consideration and on the terms and conditions herein after mentioned, did covenant, conclude, declare, stipulate and agree to and with the other of them, for themselves and their respective Executors, Administrators and Assigns in manner following, that is to say -

The said Philippe Mourant did declare to have granted to freight letten and by these presents doth grant and to freight-let unto the said John Vibert, hereunto present aforesaid and accepting hereof, the said Brigantine or Vessel belonging to him the said Philippe Mourant, now on the stocks and in part built at Cape des Rosiers, to admeasure (when registered) seventy tons or thereabouts, more or less, upon the terms and conditions following, that is to say;

The said Philippe Mourant doth hereby bind and oblige himself to finish and complete the said vessel, now in part built, as aforesaid and safely to launch the same and to deliver the said vessel afloat and in good order and condition, ready to receive cargo, unto the said John Vibert, affreighter, at Cape Cove aforesaid, at latest in the course of the first week of

October now next ensuing the date hereof; that the said Philippe Mourant shall and will forthwith, or as soon as may be, render the said Brigantine or vessel tight, staunch, strong, properly rigged and provided, and in every respect fit for navigation and shall so keep and maintain the said vessel during all the period of the present Charter Party at his the said Philippe Mourant's own proper costs and expense; And that the said Owner or the Master of the said vessel shall after the arrival of the said vessel at Cape Cove, and the delivery of the said vessel unto the said affreighter thereat with all convenient speed receive on board, load and stow, in a regular and proper manner, all such goods and merchandise as shall or may be sent by the said affreighter at Cape Cove aforesaid, not however exceeding what the said vessel can conveniently and safely stow and carry over sea, besides her provisions and water, tackle, apparel and appurtenances (the Master's Cabin and the usual and necessary room for the Ship's Crew excepted); And being so laden and being also dispatched, the Master of the said vessel shall and will, with the then first favorable wind and opportunity, set sail and depart without delay in the said Brigantine or Vessel from Cape Cove aforesaid and proceed for the Port of Saint Helier in the Island of Jersey or such other Port as he may be directed by the said affreighter to proceed to and, upon his arrival thereat, as soon after as may be, make discharge and right and true delivery of the said goods and merchandises unto the said affreighter, his agents, correspondents or assigns in the like good order and conditions as the same shall have been shipped and according to the Bills of Lading which shall be signed therefore. And after delivery of the said cargo as aforesaid the said Owner or the then Master of the said vessel, or the said affreighter at the cost and expense of the said Owner, shall and will (should the said vessel require the same, and not otherwise) forthwith render the said Brigantine or vessel in all respects fit to receive cargo and to perform another voyage or voyages to such port or ports as the said affreighter, his agents or correspondents shall or may direct, save and except to any of the Islands of the West Indies.

And the said Master shall and will therefore with all convenient speed receive onboard, load and stow in a regular and proper manner all such goods and merchandises as shall or may be loaded or sent alongside then and at all times during the continuance of the present Charter Party by the affreighter, his agents or correspondents not exceeding what the said vessel can conveniently and safely carry overseas (besides and except as herein before mentioned and excepted). And being then and at all times during the continuance of the present Charter Party so loaded the Master of the said vessel for the time being shall and will with the then first favourable wind and opportunity, without delay, set sail and depart with the cargo which may be loaded onboard the said vessel and proceed therewith to such port or ports as he may be directed by the said affreighter, his agents or correspondents, save and except only the Islands of the West Indies as aforesaid. And upon arrival at such port or ports as aforesaid the said Master for the time being shall and will make discharge and right and true delivery of such cargo as may be then loaded onboard of the said vessel unto the said affreighter or his order according to the Bills of Lading, and so on to the End and termination of the present Charter Party, the Acts of God and the King's Enemies, the dangers and accidents of the seas, rivers and navigation, the restraints and detentions of Kings, Princes, Rulers and Republics and all and every other unavoidable dangers and accidents excepted.

And the said John Vibert doth hereby agree and oblige himself that the said vessel will leave and depart from Europe for this said District in the course of the first week in the month of April in the year One Thousand eight hundred and thirty one, wind and opportunity permitting, and that after the delivery and discharge of the said cargo which may be loaded on board of the said vessel unto the said affreighter or his agents or correspondents at Cape Cove aforesaid, the said vessel shall and will be returned and delivered up unto the said Philippe Mourant or his agents and assigns.

And the said affreighter, for himself, his executors and administrators doth hereby further covenant and agree to and with the said Philippe Mourant, the owner of the said vessel, his executors

and administrators, that he, the said affreighter shall and will cause Insurance to be effected on the said vessel during the period of the present Charter Party, that is to say, from the time the said vessel shall arrive at Cape Cove in the first week of the month of October now next ensuing till the arrival of the said vessel in this District and the delivery of the said vessel to the said owner as herein before mentioned, to the amount of Five hundred pounds sterling, Money of Great Britain -

And further, that he the said John Vibert (affreighter) shall and will pay or cause to be paid all seamens' wages, primage and overage, pilotage and port charges whatever for and during the continuance of the present Charter Party and until the arrival and delivery of the said vessel next Spring, and that should the said Philip Mourant think fit to embark and take passage on board the said vessel on her departure from Cape Cove in the month of October now next ensuing, as aforesaid, and on the departure of the said vessel from Europe for this District, he the said Philippe Mourant shall be entitled to a passage on board of the said vessel free and exempt from any charge or expense whatsoever therefor, provisions and other necessaries during the said voyage excepted.

And it is agreed by and between the said parties that the said affreighter or his agents, correspondents, or assigns shall be allowed ten days for unloading the cargo which may be loaded on board of the said vessel on her arrival at Cape Cove next Spring as aforesaid, to commence and be computed from the time the said vessel shall be entered at the Custom House or receipts of Customs in this District, and that the Master of the said vessel for the time being shall be ready to discharge the said cargo, and notice given thereof to the said affreighter or his agents.

And it is further agreed by and between the said parties that it shall be lawful for the said affreighter or his agents, correspondents or assigns to keep and detain the said vessel on demurrage over and above the above mentioned ten days upon paying unto the said owners, his executors or administrators at the rate of two pounds current money of this said Province per day for each and every day the said vessel may be on demurrage.

The present Charter Party of Affreightment was and is thus made and entered into for and in consideration of the price or sum of Two Hundred and fifty pounds current money of the Island of Jersey aforesaid as and for the full and complete hire of the said Brigantine or vessel as aforesaid. For and on account and in part payment whereof the said Philippe Mourant doth hereby acknowledge and confess to have received of and from the said John Vibert the sum of One Hundred pounds Jersey currency and of and from which said last mentioned sum the said Philippe Mourant doth hereby acquit, exonerate and discharge the said John Vibert and all others forever. And as to the sum of One Hundred and Forty pounds, five shillings Jersey currency aforesaid, payable in Jersey aforesaid, the said John Vibert doth hereby bind and oblige himself to pay the same in manner following, that is to say, the sum of Fifty pounds current money of Jersey on the First day of April now next ensuing the date hereof and the residue or sum of Ninety pounds said current money payable on the arrival of the said vessel next Spring at Cape Cove and the delivery thereof of the cargo then loaded on board. And for the due performance of all and singular the covenants, conditions and agreements herein contained, the said parties mutually bind themselves, their executors and administrators in the sum of Five Hundred pounds, Jersey currency aforesaid firmly by these presents.

And for further strengthening these presents the said parties do hereby reciprocally accept hereof for themselves, their executors, administrators and assigns. And for the execution hereof the said parties do hereby make election of Domicile irrevocable at their present respective residences, as aforesaid.

Thus Done and Passed at Percé in the County of Gaspé, in the District of Gaspé, in the Province of Lower Canada (where no stamps are used) on the day and in the month and year herein first above written.

IN FAITH AND TESTIMONY WHEREOF the said Philippe Mourant, Owner, and the said John Vibert, Affreighter, Have to these presents, first duly read, explained and interpreted in french to the said Philippe Mourant, according to Law, set and subscribed their respective names and signatures and affixed their seals in the presence of James Tostevin and James Lenfesty of Percé aforesaid, Farmers and

Fishermen, Witnesses called for the express purposes and intents of these presents, and in the presence of and with us, the said Notary also hereunto severally subscribing.

(SIGNATURES)

PHILIPPE MOURANT

JOHN VIBERT

JAMES LENFESTY

JAMES TOSTEVIN

MARTIN SHEPPARD, N.P.