

GASPÉ OF YESTERDAY

CHARTER PARTY  
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A RECALL OF THE MARITIME HISTORY  
OF GASPESIA THROUGH A TYPICAL  
AGREEMENT FOR THE CHARTER OF THE  
SCHOONER, "ALBION", THOMAS CALDWELL  
OF NEW CARLISLE, MARINER AND MASTER.

KEN ANNETT

## CHARTER PARTY

### PREFACE

The stirring story of maritime activity in Gaspesia may be found, in part, in the old, yellowed pages of deeds and documents preserved in the Archives of Québec. One of the titles of such deeds is that of CHARTER PARTY - an agreement by which a vessel was chartered for a specific voyage or trading expedition. Another common title is that of PROTEST where the details of loss through shipwreck, or other marine misadventure may be found. Such formal documents recall the careers of Gaspesian mariners and masters, the partners in business ventures, and in the case of PROTESTS detailed information on the building, specifications and registration of the vessel concerned.

The following CHARTER PARTY deed recalls Thomas Caldwell of New Carlisle, Mariner and Master of the good schooner or vessel called the "ALBION". Thomas was the grandson of Robert and Sarah Todd Caldwell, pioneer Loyalist settlers of New Carlisle and son of Robert Caldwell, Jr. and his wife Agnes Chisholm. Seafaring was in his blood as his father and uncles, Andrew Todd, James and John Caldwell had been noted shipbuilders and mariners. Captain Thomas was subsequently lost at sea in the wreck, off Cape Breton, of the Caldwell schooner, "BACHELOR". The wrecked vessel was found drifting at sea by an American vessel and the report of her captain is on record.

James and John Boyle were two of the sons of James and Charlotte McKinnon Boyle of the South-West Arm of Gaspé Bay. Reference to this Boyle family will be found in the article of GASPE OF YESTERDAY, "SPRING GROVE" [ SPEC, July 6, 1982 ] but it is of interest to note here that Charlotte McKinnon was the daughter of Neil McKinnon, Sr. of New Carlisle, a pioneer settler. Her sister, Flora, was Mrs. John Ascah of Peninsula. Richard Annett, son of William and Elizabeth Siddon Annett of Peninsula, was linked to the Boyle brothers through his marriage to their sister, Mary, and through association in shipbuilding.

Thus in 1811 we find record of the schooner, MARY BOYLE, owners John Boyle and George Boyle together with Thomas Boyle and Richard Annett, all of Gaspé. Square sterned schooner, 80 tons. In 1818 there is record of the schooner, ANNABELLA, owners George Boyle, mariner, together with John Boyle, Richard Annett, James Boyle, Felix Boyle, mariners all of Gaspé. Master, George Boyle. Square sterned schooner, 87 tons.

As the script of the actual CHARTER PART deed of June, 1827 may prove difficult for the modern reader, it is followed by a printed version in this article:

*June 1827* } *June 1827* } *Master Boyle*

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*Mr. Caldwell* } *All The* } *Day of June*  
*Deane Allison* } *the* } *of*  
*John Boyle* } *and* } *of*  
*and others* } *of* } *of*

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*Public duty & duties and sworn in the Province*  
*General and residing at the City of Quebec in the*  
*Province generally came appeared & manifested*  
*Henry Caldwell, Mariner Master of the schooner*  
*Deane Allison of the schooner*  
*of the schooner registered measure of deck and main*  
*lying at the City of Quebec, acting in the behalf of and in the*  
*name of the owner or crew of the said vessel of the name*  
*of the schooner John Boyle and others*  
*of the City of Gaspé, acting as well by themselves as by*

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Dickard, Amett & the same place and taken written  
 upon Amett & the said Dickard Amett & the  
 other Capt - which said party acting as general  
 Agents made and entered into the said Capt & the  
 Deacons of the said Amett following  
 the 5th day, the said Amett & the said party acting as  
 general Agents with the said Amett & the said party  
 the said party, appears, said & the said party and do  
 during the space of term of year months to commence  
 the 1st day of June the second day of June  
 and July, the said party & ended the like day of  
 month of October - now rest ensuing until the  
 said John Boyle, James Boyle & Dickard Amett  
 next first of August and accepting here for  
 Amett & the said Dickard Amett the said  
 John & James Boyle - And it is hereby agreed that  
 the said Amett & the said party acting as  
 general Agents during the said term of year months  
 the said Amett & the said party acting as  
 general Agents shall continue & remain the said

present as a sailor at the hall of the King &  
 Hugh Baldric the Sheriff of the County of  
 the duty necessary & required for the service  
 the capacity of the said, & the cost of sickness or  
 death they & other of the said be replaced with other  
 fit persons in an efficient manner at the cost of the  
 crown of the said, the said be to help the  
 said be to & good security & satisfaction provided  
 & provided with all daily victuals & furniture  
 for their navigation & the service of the Male  
 Fisher of the Duchy of Saint-Lamance  
 in which the said Statute intended employing them, but  
 all extra year & to be <sup>necessary</sup> for such Fisher shall be  
 provided & provided by the letters & at their expense  
 with liberty to remove them to some other part of the  
 the present Statute & also that the said Statute  
 shall be provided & provided with all other  
 men necessary for their navigation & provided the  
 of the King & Hugh Baldric in all provisions, and

The necessary uncorrected notes to the appeal  
conjunction with the other clear money as also repair upon  
the said notes and a copy -

The Council, White City, is hereby made  
of the said & is constituted in the sum  
of Eighty five pounds Sterling, being twenty  
one hundred five shillings for each of every month of  
the present date party and vice versa

Beyle, & James Beyle do hereby promise, bind and  
oblige themselves ~~to~~ <sup>to</sup> assign to pay with  
said money to be well & to be used as hereafter

present in due form of Law in manner following

That is to say, the sum of ~~the~~ <sup>the</sup> pounds in two  
months from the date hereof in and by a draft or

Bill on some person or persons at the City of Dublin

payable thirty days after sight. The residue or

balance of the ~~present~~ <sup>present</sup> said amount of here on

the said ~~con~~ <sup>con</sup> termination of the present date party -

These presents to be only used and in

X  
and the said  
Council do consent  
and they respectively

X  
City of Dublin  
J. B.

2 13

serued as pain of etc ~~less~~ damage & ~~loss~~  
resulting from default herein. —

They were presented  
city of Quebec at the office of J. T. McPherson  
as just the ~~and~~ ~~contracting~~ the day ~~of~~ ~~year~~ ~~just~~  
share written. — In March & testimony  
where the party left the present but only  
read several at a school the respective  
names & signatures of persons with ~~the~~ ~~contracting~~  
also present & signing. —

The word "necessary" intended and  
may be ~~also~~ ~~expressed~~ ~~are~~  
read. — word struck  
at the mill. —

Thomas Caldwell  
John Boyl

~~James Boyl~~  
James Boyl

J. T. McPherson

Samuel M. Dancy  
① — ②

TEXT OF DEED5 June 1827Charter Party

Thos. Caldwell, Schooner Albion to John Boyle and others

On the Fifth Day of June in the year of our Lord one thousand eight hundred and twenty seven and Before us the undersigned Notaries Public duely admitted and sworn in the Province of Lower Canada and residing in the City of Quebec in the said Province personally came, appeared and were present Thomas Caldwell, Mariner and Master of the good schooner and vessel called the Albion of the burthen of forty two tons register measure at present now lying in the Port of Quebec, acting in his behalf for and in the name of the owner or owners of the said vessel, of the one Part. And Messers John Boyle and James Boyle of Gaspé, acting as well for themselves as for Richard Annett of the same place and taking burthen upon themselves of the said Richard Annett, of the other Part - Which said parties acting as aforesaid have made and entered into the Charter Party of the said schooner or vessel called the Albion following, that is to say, the said Thomas Caldwell, acting as aforesaid doth hearby let and charter the said vessel with all her tackle, apparel, sails and furniture for and during the space and term of four months to commence and be counted from the second day of June and fully to be complete and ended on the like day of the month of October now next ensuing, with the said John Boyle, James Boyle and Richard Annett hereto present as aforesaid and accepting hereof for themselves and the said Richard Annett the said John and James Boyle. And it is hereby agreed that the said Thomas Caldwell shall continue Master of the said vessel during the present Charter Party and that Hugh Caldwell, now a sailor aboard of the said vessel shall also continue and remain in the said vessel as a sailor and that both Thomas Caldwell and Hugh Caldwell shall perform and do all and every the duties necessary and required of them in their respective capacities aforesaid and in the event of sickness or death they or either of them shall be replaced with other fit persons or an other fit person at the cost of the owners of the vessel and he shall be held to keep the said vessel in a good seaworthy condition, provided and equipped with all sails, tackle, apparel and furniture for the navigation and the service of the whale fishery in the River and Gulf



in which the said Parties intend employing her, but all extra gear or tackle necessary for such fishery shall be furnished and provided by the latter Party at their expense with liberty to remove and take away the same at the end of the present Charter Party, also that the Party chartering shall furnish and provide the said vessel with all other men necessary for her navigation and provide her and the other Party, Thomas and Hugh Caldwell in all provisioning and other necessaries unconnected with her tackle, apparel, and furniture other wear and tear ---and also repairs upon her hull, masts, yards or spars.

The Present Charter Party is thus made and entered into for and in consideration of the lump sum of Eighty five Pounds Halifax Currency, being twenty one pounds, five shillings for each and every month of the present Charter Party and which the said John Boyle and James Boyle and the said Richard Annett do hereby promise, bind and oblige themselves, and their respective heirs and assigns to pay unto the said Thomas Caldwell or the bearer or bearers of these presents in due form of Law in manner following, that is to say, the sum of Forty Pounds in two months from the date herein and by a draft or Bill on some person or persons at the City of Quebec, payable thirty days after sight. Other residue or balance of the said amount of hire on the end and termination of the present Charter Party.

These presents to be duely enjoined and observed on pain of all costs, losses, damages and interests resulting from default therein.

This done and passed in the City of Quebec at the office of L.T. McPherson, one of the said Notaries, on the day and year first above written. In Faith and Testimony whereof the said parties hereto these presents, first duely read, severally set and subscribe their respective names and signatures in the presence of us, the said Notaries, also hereto subscribing -

[Signed] Thomas Caldwell  
 John Boyle  
 James Boyle  
 L.T. McPherson, N.P.  
 Lindsay, N.P.