

GASPÉ OF YESTERDAY

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CHARTER OF THE BRIGANTINE "FRANCIS"

The Gaspé mariners, Peter Mabe and John Baker, owners of the Brigantine FRANCIS, contract to charter their vessel to Jean Pierre Aubin of Anse au Beaufils for a trading voyage from Gaspesia and Québec to the Caribee or Windward Islands, England, Ireland, France and return.

KEN ANNETT

CHARTER OF THE BRIGANTINE "FRANCIS"FOREWORD

Factual records, such as that of the charter of the Brigantine, FRANCIS, should help to dispel the persistent myth, still fostered by some writers on Gaspesia, that the early settlers existed in a state of dependence and abject poverty at the hands of almighty Lords of the Fishery. Conveniently ignored by such writers is the fact that many of our Gaspesian ancestors were successful entrepreneurs, active in shipbuilding, whaling, trading and other activities.

GASPE OF YESTERDAY has referred in previous articles to the Mabe family of Corner-of-the-Beach. Of Huguenot background, the Mabe family (the name being recorded variously as MABILLE, MAYBEE, MABEE, MABIE and MABY) fled from their native France (Anjou) to escape religious persecution, found refuge in Holland and from thence members of the family came to the American Colonies. It is of interest to note that as early as 1700 the Mabe and Secord families were linked through marriage. Pierre Mabe of Rhode Island was a Loyalist Officer during the American Revolution and settled in Gaspesia at Corner-of-the-Beach following that war. An interesting account of his settlement appears in the volume TREASURE TROVE IN GASPE AND THE BAIE DES CHALEURS by the distinguished Gaspesian author, the late Mrs. Margaret Grant MacWhirter. Capt. Peter Mabe, Jr., one of the sons of Peter Mabe, Sr. was the co-owner, with Capt. John Baker, of the Brigantine, FRANCIS. The vessel was most likely built and launched from the Mabe ship-yard at Corner-of-the-beach.

With regard to John Baker, reference is to be found in SHIP BUILDERS, MASTER MARINERS AND WHALERS OF GASPE BAY IN THE 1800's by Prof. David J. McDougall. The Baker family was represented in Gaspesian communities prior to 1800 and Prof. McDougall lists John Baker as a master mariner in the 1830's. It is to be hoped that a Baker family history will be compiled and published by a descendant.

DEED OF CHARTER BY PETER MABE AND JOHN BAKER TO J.P. AUBIN18 NOV. 1828

On this eighteenth day of the month of November in the year of our Lord one thousand eight hundred and twenty eight, Before us, the undersigned Public Notaries duly commissioned and sworn in and for the Province of Lower Canada, residing at the City of Québec in the said Province, personally came and appeared Peter Mabe and John Baker, both of Gaspé, mariners, and owners of the good Brigantine or Vessel called the FRANCIS of the burthen of eighty three and $71/94$ Tons Register measurement, of the one part and Jean Pierre Aubin of Ance au Beaufile in the District of Gaspé, Trader, of the other part. Which said parties have made and entered into the charter party of affreightment following of the said Vessel, that is to say;

The said Peter Mabe and John Baker do hereby let and charter unto the said Jean Pierre Aubin the said Brigantine called FRANCIS, and the whole Tonnage thereof, from this day until the twentieth day of the month of May next for a voyage from this Port to any of the Caribbee or Windward Islands, from thence to London, Bristol or Liverpool in England or to Dublin, Waterford or Cork in Ireland, to one only of the six last named places and from thence to Bordeaux in France, and for a voyage from Bordeaux in France aforesaid back again to this Port of Québec.

And the said Peter Mabe and John Baker do hereby bind themselves to begin to load their said Vessel immediately and that she shall be tight, staunch and strong, well and sufficiently manned, victualled, watered, apparelled, furnished and provided with all things needful and necessary for the said voyage, and that they shall continue to keep her so during the continuance of the present charter party by and at their expense.

And the said Jean Pierre Aubin shall have the right to load and put in the hold of the said Vessel only, all such goods, wares and effects as the said Vessel can reasonably stow and carry over and above her tackle, apparel, provisions, water and furniture, for which and for the accommodation of the crew sufficient room under the hatches is hereby reserved.

And it is hereby agreed and covenanted by and between the said parties that the Cabin of the Vessel shall belong to the said Peter Mabe and John Baker, but that the said Jean Pierre Aubin shall have his passage therein for himself and for his baggage during the whole of the said voyages, he finding himself with provisions and other necessaries.

That the said Jean Pierre Aubin shall tender alongside of the Vessel all such goods, merchandizes and effects with which he may chose to load the Vessel and that the said Peter Mabe and John Baker shall unload and discharge the said effects at the several Ports aforesaid, on the wharf or in lighters alongside of the Vessel, the dangers of and upon the Seas, Rivers, navigation, fire, the King's Enemies, restraints of Rulers and Princes, and other fortuitous causes and accidents, barred and excepted.

And it is hereby expressly agreed and covenanted by and between the said parties that if the said Jean Pierre Aubin shall keep and retain the said Vessel in the performance of the said voyage after the said twentieth day of May next and if he do not then deliver the said Vessel at this Port of Québec entirely unloaded unto the said Petrere Mabe and John Baker, he shall be bound and he the said Jean Pierre Aubin doth hereby promise and oblige himself to pay or cause to be paid unto the said Peter Mabe and John Baker, or to their agents or assigns, at and after the rate of Four Guineas current money of this Province as demurrage per day for each and every day that the said Vessel shall be employed or detained in the prosecution or completion of the said voyage after the twentieth day of the month of May next, until the said Vessel shall be entirely unloaded at Québec, and which demurrage shall be payable day by day as the same shall become due.

And it is also agreed that if any accident were to happen to the said Vessel by which she might be detained in repairing during the said voyage, that the said Jean Pierre Aubin shall have the right to detain the said Vessel after the said twentieth day of May next a length of time equal to that taken up for the repairing of the said Vessel, without being bound to pay demurrage.

The present charter party is thus made for and in consideration of the sum of Two Hundred Pounds Sterling Money of Great Britain for the first of the said voyages, that is to say from here to Bordeaux in France aforesaid and Two Hundred Pounds current money aforesaid for the second voyage, that is to say for the return voyage from Bordeaux to Québec.

In deduction of which the said Jean Pierre Aubin doth hereby promise and oblige himself to pay unto the said Peter Mabe and John Baker, on their demand, the sum of Thirty Pounds current money of the Province, in and by a Dauught at three months, drawn on and accepted by a person in Québec to the satisfaction of them the said Peter Mabe and John Baker.

And further the said Jean Pierre Aubin doth hereby promise and bind himself to pay unto the said Peter Mabe and John Baker at the West Indies Islands where they may stop, such sums of money as they may want for the Vessel's disbursements or for their own use thereat not exceeding One Hundred and Twenty Pounds also current money of this Province.

And the sum then remaining due on that of Two Hundred Pounds Sterling the said Jean Pierre Aubin doth hereby promise and bind himself to pay the same unto the said Peter Mabe and John Baker at the Port where the Vessel shall go in England or Ireland, on her arrival thereat.

And as to the sum of Two Hundred Pounds current money of this Province which shall remain due then, the said Jean Pierre Aubin doth hereby promise and bind himself to pay the same unto the said Peter Mabe and John Baker at Québec after the completion of the present charter party.

And the said Jean Pierre Aubin doth hereby further bind and oblige himself to pay over and above the said above mentioned price for the hire of the said Vessel all Pilotages or Portcharges, duties or taxes which may be incurred by the said Vessel, comprising her crew, under the present charter party.

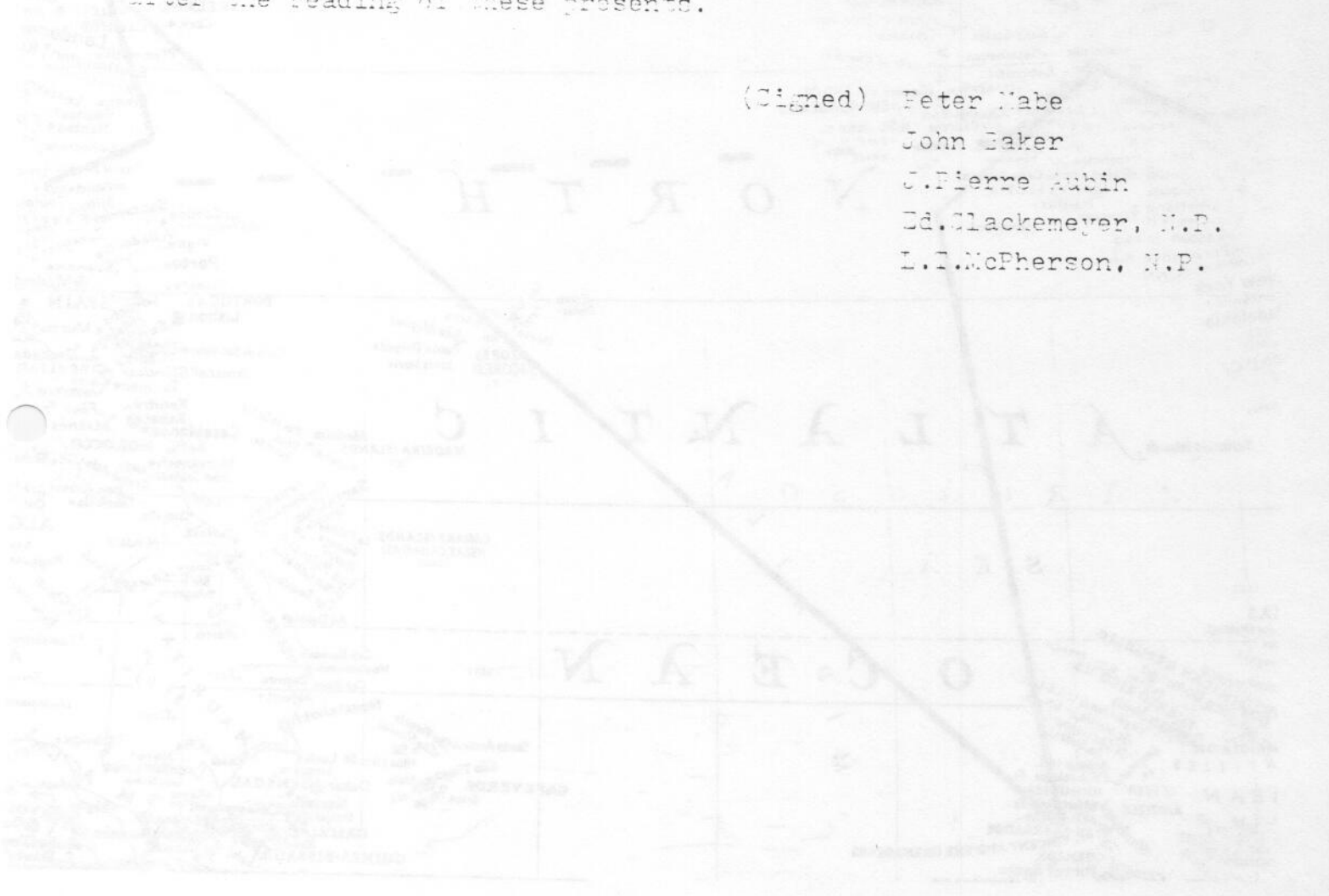
And lastly, for the due performance of the present charter party and all and every the matters and things therein contained, the said parties do hereby bind and oblige themselves the one towards the other in the

5.

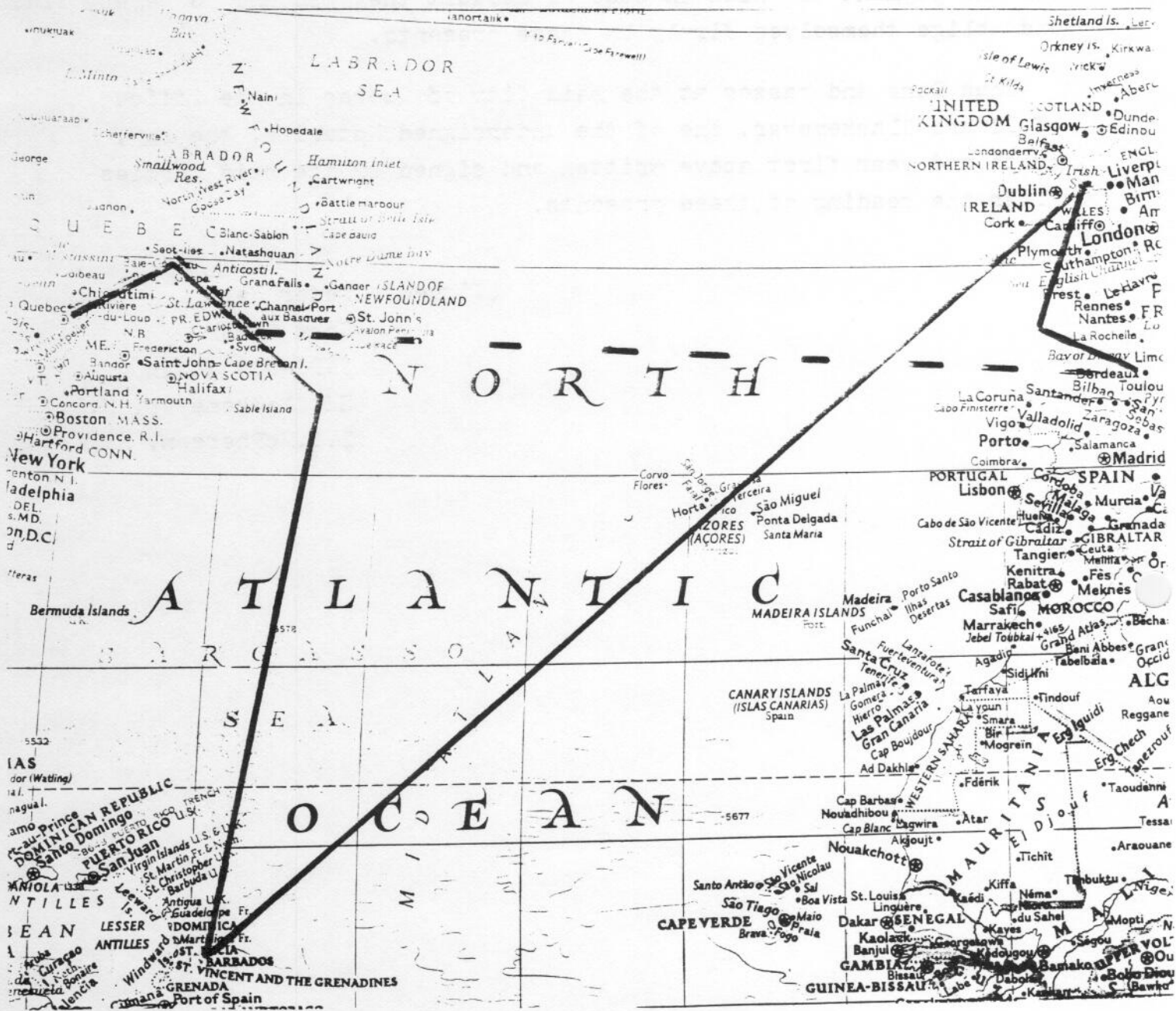
penal sum of Two Hundred Pounds current money of this Province and for the payment of which in case of default they did and do hereby bind and oblige themselves firmly by these presents.

Thus Done and passes at the said City of Québec in the Office of Edward Clackemeyer, one of the undersigned Notaries, the Day, month and year first above written and signed by the said parties after the reading of these presents.

(Signed) Peter Mabe
John Baker
J. Pierre Aubin
Ed. Clackemeyer, N.P.
L. I. McPherson, N.P.



LE GOUVERNEMENT DU QUÉBEC
LE MINISTRE DES TERRES ET DES FORÊTS
LE MINISTRE DE L'ÉNERGIE ET DES RESSOURCES NATURELLES
LE MINISTRE DE LA PÊCHE, DE LA FAUNE ET DE LA FAUCONNERIE
LE MINISTRE DE LA SANTÉ ET DE LA PROTECTION SOCIALE
LE MINISTRE DE LA JUSTICE
LE MINISTRE DE L'ÉDUCATION
LE MINISTRE DE LA CULTURE, DES LANGUES ET DE LA COMMUNICATION
LE MINISTRE DE LA DÉFENSE
LE MINISTRE DE LA SÉCURITÉ PUBLIQUE
LE MINISTRE DE LA POLITIQUE GÉNÉRALE
LE MINISTRE DE LA RÉGION DE LA GUYANE FRANÇAISE



OUTBOUND FROM QUEBEC TO WINDWARD ISLANDS, THENCE TO ENGLAND/IRELAND, AND THENCE TO BORDEAUX, FRANCE

INBOUND FROM BORDEAUX, FRANCE, TO PORT OF QUEBEC

18^e Nov^r 1828.

On this - eighteenth - day
 Affretement of the month of November in the
 Peter Mehe's year of our Lord, one thousand
 John Baker eight hundred eight hundred and
 twenty eight Before us the
 J. P. Aubin

 4/4/ _____
 undersigned Public Notaries duly
 commissioned and sworn in and for
 the Province of Lower Canada, -
 residing at the City of Quebec, in
 the said Province, personally came
 and appeared Peter Mehe and John
 Baker, both of good manners -
 and owners of the good Brigantine or
 Vessel called the Francis of the
 burthen of eighty three and $\frac{1}{4}$ -
 Tons Register measurement, of
 the one part and Jean Pierre
 Aubin of Ance au Beau-fils in the
 District of Gaspé, Trader of the other
 part, which said parties have
 made and entered into the Charter
 party of affreightment following
 of the said Vessel, that is to say:

The said Peter Mehe and John

Baker

Baker do hereby let and charter unto
 the said Jean Pierre Aubin the said
 Brigantine called Francis and the
 whole Tonnage thereof from this
 Day until the twentieth Day of
 the Month of May next for a
 voyage from this Port to any of
 the Caribbee or Windward Islands,
 from thence to London, Bristol or
 Liverpool in England or to Dublin
 Waterford or Cork in Ireland, to
 one only of the sig last named places
 x and from thence to Bordeaux in
 France, and for a voyage from
 Bordeaux in France a foresaid back
 again to this Port of Quebec -

And the said Peter Mehe and Jean
 Baker do hereby bind themselves
 to begin to load their said ~~Shoore~~
~~immediately~~ a Vessel immediately
 and that she shall be tight, staunch
 and strong, well and sufficiently
 manned, victualled, watered, apparelled
 furnished and provided with all
 things

things needful and necessary for the
said voyage and that they shall
continue to keep her so during the
continuance of the present charter
party by and at their expense -

And the said Jean Pierre Aubin
shall have the right to load and
put in the hold of the said Vessel
only, all such goods, wares and
effects as the said Vessel can reasonably
stow and carry over and above her
tackle, apparel, provisions, water
and furniture for which and for the
accommodation of the crew sufficient
room under the hatches is hereby
reserved. That the

And it is hereby agreed and
covenanted by and between the said
parties that the Cabin of the Vessel
shall belong to the said Peter Melis
and John Baker, but that the said
Jean Pierre Aubin shall have his
passage right therein for himself and for his
baggage during the whole of the said
voyages, he providing himself with
provisions and other necessaries -

That

P. M.
J. B.
C. N. G. J.
M. D. C. P.

Alongside
of the Vessel
E. M.

J. B.
E. J.
A. P.

On the
wharf or in
lighters along
side of the
Vessel

E. M.
J. B.
E. J.
A. P.

That the said Jean Pierre Aubertin shall tender [#] in the ~~customary~~ manner ~~at the several Ports where~~ the said Vessel shall load all such goods, merchandizes and effects with which he may chuse to load the Vessel and that the said Peter Eluw and John Baker shall unload and discharge the said effects at the several Ports aforesaid [#] ~~also in the usual and customary manner.~~ the dangers of and upon the Seas, Rivers, navigation, fire, the King's Enemies, restraints of Rulers and Princes and other fortuitous causes and accidents barred and excepted.

And it is hereby expressly agreed and covenanted by and between the said parties that if the said Jean Pierre Aubertin shall keep and retain the said Vessel in the performance of the said voyages after the said twentieth Day of May next and if he do not then deliver the said Vessel

Vessel at the Port of Quebec, entirely
 unloaded unto the said Peter Chelie
 and John Baker, he shall be bound
 & and he the said Jean Pierre Aubin
 doth hereby promise and oblig
 himself, to pay or cause to be
 paid unto the said Peter Chelie and
 John Baker ~~the sum of~~ or to their
 agents or assigns at and after the
 rate of Four Guineas
 current money of this Province as
 demurrage per Day for each and
 every day that the said Vessel shall
 be employed or detained in the
 prosecution or completion of the said
 voyage after the said twentieth day
 of the month of May next, and
 which demurrage shall be payable
 day by day as the same shall
 become due.

It is to be understood that
 said Vessel - shall be -
 entirely unloaded
 at Quebec.

J. M.
 J. B.
 C. J.
 M. P.
 C. P. V.

And it is also agreed that if
 any accident were to happen to
 the said Vessel by which she might
 be detained in repairing during
 the said Voyage, that the said Jean
 Pierre

Pierre Aubin shall have the right to detain the said Vessel after the said twentieth day of May next a length of time equal to that ~~in~~ which the said Vessel may be retarded in such repairs taken up for the repairing the said Vessel, without being bound to pay demurrage.

The present charter party is thus made for and in consideration of the sum of Two hundred Pounds sterling money of Great Britain for the first of the said Voyages, that is to say from here to Bordeaux in France aforesaid and Two hundred Pounds current money aforesaid for the second voyage that is to say for the

for the return voyage from Bordeaux
to Quebec -

In deduction of which the said
Jean Pierre Aubin doth hereby
promise and oblig himself to pay
unto the said Peter Melu and John
Baker, on their demand the sum of
thirty Pounds current money of this
Province, in and by a Draught at
three months, drawn on and
accepted by a person in Quebec to
the satisfaction of them the said
Peter Melu and John Baker -

And further the said Jean
Pierre Aubin doth hereby promise
and bind himself to pay unto
the said Peter Melu and John Baker
at the West India Islands where
they may stop, such sums of money
as they may want for ~~the~~ the
Vessel's disbursements or for their
own use thereat not exceeding
one hundred and twenty Pounds also
current money of this Province.

And the sum then remaining
due on that of Two hundred
Pounds

Pounds; sterling the said Jean
 Pierre Aubin doth hereby promise
 and bind himself to pay the same
 unto the said Peter Delebe and John
 Baker at the Port where the
 Vessel shall go in England or
 Ireland, on her arrival thereat.

And as to the sum of Two
 hundred Pounds which shall
 current money of this Province
 which shall then remain due the
 said Jean Pierre Aubin doth hereby
 promise and bind himself to pay
 the same unto the said Peter
 Delebe and John Baker at Quebec
 after the completion of the
 present charter party.

And the said Jean Pierre
 Aubin doth hereby further bind
 and oblige himself to pay over and
 above the said above mentioned
 price for the hire of the said Vessel
 all Pilotages or Port charges, duties
 or taxes which may be incurred

by

by the said vessel comprising her³³³
crew under the present charter party.

And lastly for the due performance
of the present Charter party and all
and every the matters and things therein
contained the said parties do hereby
bind and oblig themselves the one
towards the other in the penal sum
of Two Hundred Pounds current
money of this Province and for the
payment of which in case of default
they did and do hereby bind and
oblig themselves firmly by these
presents -

Thus Done and signed at the
said City of Quebec in the Office of
Edward F. LeMayeur one of the undersigned
Notaries the Day, month and year first
above written and signed by the said
parties after the reading of these
presents - Four marginal notes appended
are good and Forty five words
expunged are null and void -

Peter Mabe and John Baker

Ed. F. LeMayeur

Ed. F. LeMayeur
Notary