

GASPÉ OF YESTERDAY

131

## FISHERY AT METIS

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1828

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John MacNider, Seignior of Metis, and  
William McGrath, Fisherman, sign  
ARTICLES OF AGREEMENT with regard to  
the Fishery at the Metis Seigniory.

KEN ANNETT

FISHERY AT METIS - 1828PREFACE

The story of GASPÉ OF YESTERDAY is an ever expanding one as additional information on the past comes to light and attention. At the time that SPEC published the article, "THE SEIGNIORY OF METIS. 1675-1854" in the issue of 10 July, 1980, there had not come to hand the Samuel M. Baylis booklet, "ENCHANTING METIS", or the fine, illustrated volume of Alice Sharples Baldwin, "METIS-WEE SCOTLAND OF THE GASPE", or the many fascinating notarial records of the MacNider family that have since been found in the Archives of Québec. The Metis story has thus been better told than that of many other Gaspesian communities. Even so, new aspects of its history and heritage continue to surface and serve to illustrate its past.

It will be recalled that the story of Metis as a seigniory dates from the French Regime and the grant, in 1675, of lands about the mouth of the Metis River to the Sieur de Peiras by Count Frontenac. There is no evidence that Sieur de Peiras made any effort to settle the seigniory and indeed little, if anything, was done until John MacNider acquired the seigniory in 1807 from his cousin, Matthew MacNider. As Alice Sharples Baldwin has noted in her interesting history of the seigniory, John MacNider was THE FATHER OF METIS.

The ARTICLES OF AGREEMENT which follow, binding John MacNider and William McGrath in regard to the development of the Fishery at Metis, will serve to recall the interest, care and attention to detail that John MacNider devoted to every aspect of the developing Metis Seigniory.

8th April, 1828. ARTICLES OF AGREEMENT.  
John MacNider, Esq., and William McGrath

On the eighth day of April in the year of our Lord one thousand eight hundred and twenty eight Before us, the undersigned Notaries, Public duly admitted and sworn for the Province of Lower Canada and residing in the City of Québec in the said Province, personally came, appeared and were present John MacNider, Esq. of the said City of Québec, Seigneur of the Seignury De Peiras or Mitis, of the one part and William McGrath of the said City of Québec, Fisherman, of the other part -

Which said parties did and by these presents do severally declare, acknowledge and admit, covenant, promise and agree to and with the other of them as follows, that is to say -

Whereas the said John MacNider is about to establish a Fishery at Grand Mitis and Pointe aux Snelles on the South side of the River Saint Lawrence in the present month of April and to continue the same as well as in the Bays and Rivers of the St. Lawrence for and during the next ensuing season and till the close of Navigation in the Fall -

And whereas the said William McGrath, for the consideration herein after mentioned hath agreed with the said John MacNider to conduct and superintend the business of the said Fishery, for and during the said season and as is hereinafter mentioned -

Now These Presents Witness that the said John MacNider on his part did and doth hereby covenant, promise and agree to and with the said William McGrath as follows, that is to say that the said John MacNider shall and will provide and furnish two half-decked boats complete, as well as all other boats requisite for the said fishery and pay on his own proper account the premium proposed to be given to the men navigating the said two half-decked boats for dispatch and have in readiness this month at Grand Mitis aforesaid the Buildings necessary for the said Establishment, together with beds, and bedding for the Men employed therein and shall and will furnish the Salmon Kits, Boxes, Barrels, Salt, Pepper, Vinegar and all utencils and ingredients necessary for pickling Salmon and trout in the manner required for the London Market, and shall and will furnish all

3.

necessaries for the Boats and Fishing Posts -

And the said William McGrath on his part did and doth hereby covenant, promise and agree to and with the said John MacNider as follows, that is to say that the said William McGrath shall and will proceed to Mitis as soon as the Boats shall be ready to prepare and put in order the nets, fishing tackle and other things necessary for the said fishery so that the same may be commenced as early as the season will permit and that when a sufficient quantity of Fish shall have been taken he shall and will bring up the same to Québec in the first half-Decked Boat that leaves Metis and dispose of the said Fish to the best advantage; for the storing and selling of which fish as well as all other that shall be brought to Québec during the said season, an Ice house and a convenient stall is to be prepared and provided by the said William McGrath for account of the said Establishment: and that part of the fish destined for the Montreal Market is to be delivered immediately on arrival to Mr.R.Shaw or such other person at Québec as shall be appointed by the said John MacNider to take charge of the same -

That he, the said William McGrath, shall and will remain at Québec from the arrival of the first Boat with Fish as aforesaid to the twentieth day of August next to receive and discharge the fish arriving during that time and to sell and dispose of such part thereof as shall be destined for the Québec Market and to deliver to the said Mr. R.Shaw, or other person aforesaid, the part thereof destined for the Montreal Market -

And that he, the said William McGrath, shall and will weekly and every week, To Wit on Saturday, in each week, well and truly account for and pay to the said John MacNider or to the said Mr.Shaw, or such other person as the said John MacNider shall from time to time appoint, all the monies that he, the said William McGrath, shall have received in such week for the sale of the said fish - save and except for and as to the sum of Twenty five shillings weekly and every week which he shall and may retain for the subsistence of himself and family on account of his share in the profits of the said fishery as hereinafter mentioned.

4.

And further, that for and in consideration of the attention which will be given by Mr. Duncan Hay, the Agent of the said John MacNider resident at Little Metis, to the aforesaid Fishery and of the advantage thereby accruing thereto, he, the said William McGrath, shall and will receive, take charge and dispose of all the fish that shall be sent up from the other Fishing Establishment of the said John MacNider at Little Metis and such part of the said fish as shall be destined for the Montreal Market shall and will be delivered on the arrival thereof to the said Mr. Shaw or other person as aforesaid, and the proceeds of the Sale of such part of the said Fish as shall have been sold by him, the said William McGrath shall and will also well and truly account for and pay to the said John MacNider or Mr. Shaw or other person as aforesaid weekly and every week as aforesaid without any deduction, compensation or remuneration for or in respect of the said fish or his trouble in respect thereof -

And in order to prevent confusion in the accounts respecting the fish received from the said Establishments, that from Grand Metis shall be marked "Grand Metis" and that from Little Metis shall be marked "Little Metis" and the accounts in respect thereof be kept under those two heads -

And the said William McGrath did and doth hereby also covenant, promise and agree to and with the said John MacNider that forthwith after the twentieth day of August next he shall and will leave Québec and proceed to Metis to attend to or direct the fishing in the Bays and Rivers and on the Banks of the St. Lawrence and follow the trawling system at night and continue to fish cod on the Banks opposite the Red Rock; but in the beginning of October if fish be not plenty on those banks, then the said William McGrath shall and will order the fishing Boats to proceed with the two half-decked boats to Cape Chat and Grand Etang, and, if plenty there, shall and will cure the same in pickle till the season will admit of freezing the fish, and when there shall be a sufficient quantity for a cargo the boats are to return to Metis, where the fish is to be landed if the season will not admit the boats to proceed to Québec, and if desired by the said John MacNider, the said William McGrath will make a trial of cod fishing on the North Shore late in the fall -

5.

And the said parties did and hereby also mutually covenant, promise and agree to and with each other as follows, that is to say, that the said John MacNider shall and will provide or enable the said William McGrath to provide fishing boats, nets, fishing tackle, fishermen, sailors, and all requisite for carrying on the said fishery -

And that the said William McGrath shall and will give the whole of his time to the business thereof and use every exertion to promote the interest and profit of the same and shall not engage in any other fishery during the next ensuing season -

And on the close of the said season the said parties do hereby covenant, promise and agree to and with each other to meet together and make cost up and settle a final account and reckoning in writing between them of the disbursements and receipts, profit or loss of the said Establishment during the said season -

The which profit, if any, shall be equally divided between them in two just and equal shares, share and share alike, and if a loss shall be sustained the same shall be borne and sustained by and between the said John MacNider and the said William McGrath also in two just and equal shares, share and share alike and the said William McGrath shall be liable and holden to pay and make good to the said John MacNider one half of the said loss upon his advances and disbursements for the said Establishment -

And in order to establish the said account and the profit or loss resulting therefrom, it is hereby also covenanted and agreed by and between the said parties that there shall be charged against the said Establishment as herein after mentioned and no further, as follows, to wit, the wages of fishermen, sailors and other persons employed therein except the above named Mr. Shaw and Mr. Hay, or any others in their places, commission and expenses attending the sale and transport of the fish sent to Montreal and elsewhere for sale, save and except for and as to the fish frozen, and all expenses at Québec and elsewhere incident to the said Establishment, the beds and bedding of the Men employed in the said fishery, the hire and expense of preparing an Ice house in Québec for storing the fish, the hire and fitting up of a stall for the sale of the same, Nets, Fishing Tackle, Salmon Kits, Boxes, Barrels, Salt, Pepper and Vinegar and other utensils, articles and ingredients necessary for the said establishment

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that shall not remain to the said John MacNider uninjured and unconsumed; and with respect to such of the said utensils as shall remain and be injured, the same shall be valued and the amount thereof carried to the credit of the said Establishment-

And if any difference or dispute shall arise between the said parties respecting the premises, the same shall be referred to arbitration and the said parties be held to abide by the award which shall be made thereon -

And for the execution of these presents the said parties do hereby severally make election of domicile at their respective residences for the time being.

This Done and Passed in the City of Québec aforesaid at the office of W.H.Scott, one of the Undersigned Notaries at the day and year first above written -

In Truth and Testimony Whereof the said parties have to these presents, first duly read, set and subscribed their respective names and signatures in the presence of the said Notaries, also hereunto subscribing.

(Signatures) John MacNider

William McGrath

W.H.Scott, N.P.

B.Lelievre, N.P.

NOTES

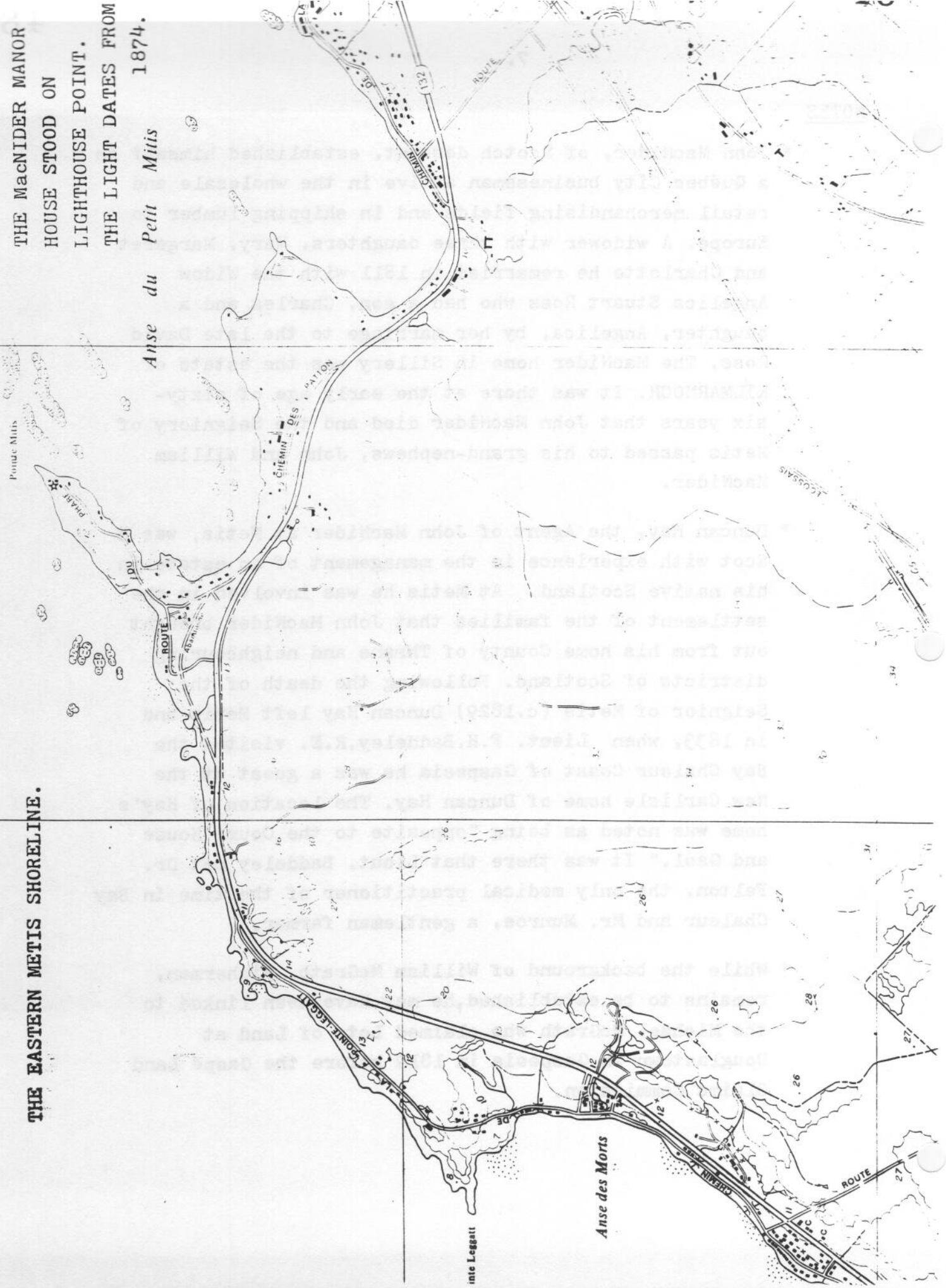
- \* John MacNider, of Scotch descent, established himself as a Québec City businessman active in the wholesale and retail merchandising fields and in shipping lumber to Europe. A widower with three daughters, Mary, Margaret and Charlotte he remarried in 1811 with the Widow Angelica Stuart Ross who had a son, Charles and a daughter, Angelica, by her marriage to the late David Ross. The MacNider home in Sillery was the estate of KILMARNOCH. It was there at the early age of sixty-six years that John MacNider died and the Seigniorship of Metis passed to his grand-nephews, John and William MacNider.
  
- \* Duncan Hay, the Agent of John MacNider at Metis, was a Scot with experience in the management of an estate in his native Scotland. At Metis he was involved in the settlement of the families that John MacNider brought out from his home County of Thrane and neighbouring districts of Scotland. Following the death of the Seignior of Metis (c.1829) Duncan Hay left Metis and in 1833, when Lieut. F.H.Baddeley, R.E. visited the Bay Chaleur Coast of Gaspesia he was a guest at the New Carlisle home of Duncan Hay. The location of Hay's home was noted as being "opposite to the Court House and Gaol." It was there that Lieut. Baddeley met Dr. Felton, the only medical practitioner of the time in Bay Chaleur and Mr. Munroe, a gentleman farmer.
  
- \* While the background of William McGrath, Fisherman, remains to be established, he may have been linked to the Michael McGrath who claimed Lots of Land at Douglstown in Gaspesia in 1819 before the Gaspé Land Claims Commission.



**THE EASTERN METIS SHORELINE.**

**THE MacNIDER MANOR  
HOUSE STOOD ON  
LIGHTHOUSE POINT.  
THE LIGHT DATES FROM  
1874.**

*Anse du Petit Mitis*



THE WESTERN SHORELINE OF METIS  
 WITH THE MOUTH OF THE METIS RIVER.  
 TODAY'S VISITOR TO THE BEAUTIFUL  
 GARDENS OF PARC METIS IS ON THE  
 GROUNDS OF THE MANOR HOUSE OF THE  
 SEIGNIORY OF GRAND METIS.

Metis

Pointe  
 aux  
 Canelles

Pointe aux Canelles



No. 3

18<sup>th</sup> April 1828 } Agreement

John Macnider Esq. On the Eighth - day of April - in  
the year of our Lord one Thousand Eight hundred  
and twenty eight Before us the undersigned

William McGrath  
Esq. Notary  
in St. Constant.

Notary Public duly admitted and sworn for the Province of Lower Canada and residing in the City

of Quebec in the said Province personally came and appeared and were present John Macnider Esq. of the said City of Quebec Seigneur of the Seigneurie De Piras or Mitis of the one Part And William McGrath of the said City of Quebec Fisherman of the other Part -

Which said parties did and by these presents do severally, declare acknowledge and admit covenant promise and agree to and with the other of them as follows that is to say

Whereas the said John Macnider is about to establish a Fishery at Grand Mitis a Pointe aux Saillies on the South side of the River St. Lawrence in the <sup>present</sup> ~~early~~ part of the month ensuing month of April and to continue the same as well as in the Bay and Rivers of the St. Lawrence for and during the ensuing Season and till the close of the Navigation in the Fall. -

And Whereas the said William McGrath for the consideration herein after mentioned hath agreed with the said John Macnider to conduct and superintend the business of the said Fishery for and during the said Season and as is herein after mentioned -

Now These Presents Witness that the said John Macnider on his part did and doth hereby covenant promise and agree to and with the said William McGrath as follows that is to say

That

And the said John Macneil shall and will  
 provide and furnish Two half decked boats com-  
 plete <sup>ready</sup> as well as all other boats for the said fishery  
 and pay on his own proper account the premium  
 proposed to be given to the men navigating the said  
 two half decked Boats for dispatch and have in  
 readiness early in this ensuing month at Grand Metis  
 aforesaid the Buildings necessary for the said Estab-  
 lishment together with beds and bedding for the Men  
 employed therein and shall and will furnish the Boats  
 Salmon Kets, Boxes, Barrels, Salt, Peppes, Vinegar  
 and all utensils and ingredients necessary for freshening  
 Salmon and trout in the manner required for the  
 London Market and also shall and will furnish  
 all necessaries for the Boats and Fishing Posts.

And the said William McGrath on his part doth  
 and doth hereby covenant promise and agree to and with  
 the said John Macneil as follows that is to say that  
 he the said William McGrath shall and will proceed  
 to Metis <sup>the latter part of the present month</sup> to pre-  
 pare and fix in order the <sup>nets</sup> fishing tackle and other  
 things necessary for the said fishery so that the same  
 may be commenced as early as the season will  
 permit and that when a sufficient quantity of  
 Fish shall have been taken he shall and will bring  
 up the same to Quebec in the first half Decked  
 Boat that leaves the Metis and dispose of the  
 said Fish to the best advantage, for the storing  
 and selling of which fish <sup>well as</sup> all other that shall be  
 brought

\* as soon as the  
 Boats shall be  
 ready —  
 J.M.  
 W.G.  
 W.S.

brought to Quebec during the said season, and  
house and a convenient stall is to be prepared and  
provided by the said William McGrath for account  
of the said Establishment: And <sup>that</sup> that part of the  
fish destined for the Montreal Market is to be  
delivered immediately on its arrival to Mr. R.  
Shaw or such other person at Quebec as shall be  
appointed by the said John Macnicol to take charge  
of the same. That he the said William McGrath shall  
and will remain at Quebec from the arrival of the  
first Boat with fish as aforesaid to the twentieth  
day of August next to receive and discharge the fish  
arriving during that time and to sell and dispose  
of such part thereof as shall be destined for the Quebec  
Market and to deliver to the said Mr. R. Shaw or  
other person as aforesaid the part <sup>thereof</sup> destined for the  
Montreal Market. And that he the said W.  
liam McGrath shall and will weekly and every  
week do let on Saturday in each week, well  
and truly account for and pay to the said John  
Macnicol or to the said Mr. Shaw or such other  
person as the said John Macnicol shall from  
time to time appoint, all the monies that he the  
said William McGrath shall have received in  
such week for the sale of the said fish - save and  
except for and as to the sum of twenty five shillings  
weekly and every week which he shall and may  
retain for the subsistence of himself and family  
on account of his share in the profits of the said  
fishery

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fishery as herein after mentioned And further  
that for and in consideration of the attention  
will be given by Mr. Duncan Hay the Agent of  
the said John Macnider resident at Little Metis,  
to this aforesaid Fishery and of the advantage thereby  
accruing there to be the said William McGrath shall  
and will receive take charge and dispose of all the  
fish that shall be sent up from the aforesaid Fishery  
Establishment of the said John Macnider at Little  
Metis - and such part of the said fish as shall be  
destined for the Montreal Market shall and will  
also be delivered on the arrival thereof to the said Mr.  
Shaw or other person as aforesaid, and the proceeds  
of the sale of such part of the said fish as shall have  
been sold by him the said William McGrath shall and  
will also well and truly account for and pay to the said  
John Macnider or Mr. Shaw or other person as  
aforesaid weekly and every week as aforesaid without  
any deduction compensation or remuneration for or  
in respect of the said fish or his trouble in respect  
thereof - And in order to prevent confusion in the  
accounts respecting the fish received from the said  
Establishments, that from Grand Metis shall be  
marked "Grand Metis" and that from Little  
Metis shall be marked "Little Metis" and  
the accounts in respect thereof be kept under those  
two heads - And the said William McGrath  
doth and doth hereby also covenant promise and  
agree to and with the said John Macnider that

foithwith

he shall and will leave Quebec and proceed to  
 Metis to attend to or direct the fishing in the Bay  
 and Rivers and on the Banks of <sup>the</sup> St. Lawrence  
 and follow the fishing by stern at night and  
 continue to fish cod on the Banks opposite the  
 Red Rock; but in <sup>the</sup> beginning of October if fish be  
 not plenty on those banks, then the said William  
 McGrath shall and will order the fishing Boats  
 to proceed with the two best decked boats to Capet  
 Chat and Grand Etang, and if plenty there shall  
 and will cure the same in pickle, till the season  
 will admit of freezing the fish and when there shall  
 be a sufficient quantity for a cargo, the boats are  
 to return to Metis, where the fish is to be landed  
 if the season will not admit the boats to proceed  
 to Quebec, and if desired by the said John Mac  
 the said William McGrath will make a trial of  
 Cod fishing on the North shore late in the

And the said parties did and do hereby abso-  
 mutually covenant promise and agree <sup>to be</sup> with each  
 other as follows that is to say that the said John  
 Macnider shall and will provide or enable the said  
 William McGrath to provide fishing boats nets  
 fishing tackle fishermen sailors and all  
 requisite for carrying on the said fishing - And  
 that the said William McGrath shall and will  
 give the whole of his time to the business thereof  
 and use every exertion to promote the interest

and profit of the same) and shall not engage in  
any other business or be concerned in any other fishery  
during the said next ensuing season - And on the  
close of the said season the said parties do hereby  
covenant promise and agree to and with each other  
to meet together and make out up and settle a final  
account and rectify <sup>the</sup> ~~in~~ ~~existing~~ ~~between~~ ~~them~~ of  
the disbursements and receipts profit or loss of the  
said Establishment during the said Establishment  
during the said season - The which profit if any  
shall be equally divided between them in two just  
and equal shares, share and share alike and if a  
loss shall be sustained the same shall be borne and  
sustained by and between the said John Macnider  
and the said William McGrath also in two just and  
equal shares, share and share alike and the said  
William McGrath <sup>shall</sup> be liable and holden to pay  
and make good ~~the~~ to the said John Macnider  
one half of the said loss upon his advances and dis-  
bursements for the said Establishment - And in  
order to establish the said account and the profit  
or loss resulting therefrom, it is hereby also covenanted  
and agreed by and between the said parties that  
there shall be charged against the said establish-  
ment as herein after mentioned and no further, as  
follows to wit, the wages of fishermen Sailors and  
other persons employed therein except the above  
named <sup>and his boy</sup> Mr. Shaw or any other in their place, commission  
and expenses attending the sale and transport of  
the



\* Saw and except  
for and as to the  
fish from ~~the~~ the Establishment  
I Mr  
G Mrs  
S

the fish sent to Montreal and elsewhere for sale and  
all expenses at Quebec and elsewhere incident to the  
the beds and bedding of the men  
employed in the said fishery, the hire and of  
of preparing ice houses in Quebec for storing  
the fish, the hire and fitting up of a stall for the sale  
at the same, Nets, Fishing Tackle, Salmon Nets, Barrels  
Barrels Salt Spig and Binigan and other utensils  
Articles and ingredients necessary for the said establish-  
ment that shall not remain to the said John

# also remain to the  
said John the  
under and

I Mr  
G Mrs  
S

Macnides uninjured or unconsumed; and with  
respect to such of the said utensils as shall  
remain and be injured the same shall be valued  
and the amount thereof carried to the credit of the  
said Establishment. - And if any difference or  
dispute shall arise between the said parties respect-  
ing the premises the same shall be referred to  
arbitration and the said parties be held to  
abide by the award <sup>which shall</sup> to be made thereon. - And  
for the execution of these presents the said parties  
do hereby severally make election of domicile at  
their respective residences for the time being.

Thus Done and Pay

in the City of Quebec at our said at the  
office of Mr J Scott one of the Under  
signed Notaries <sup>at the day and year first above written</sup> ~~as a hereto subscribing~~

In Faith and Testimony Whereof  
the said parties have to these presents for and  
read set and subscribed their respective

names

names and signatures in the presence of  
the said Notaries also herunto subscribing  
N.B. Thirty two words struck out and  
Twenty six words underlined and three  
marginal notes approved good

*William McGeath*

William McGeath

*Bellevue*

*Muscovite*