

GASPÉ OF YESTERDAY

## THE SCHOONER "MARY AND MARGARET"

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CAPTAIN PETER DAY, MARINER, OF CARLETON IN THE  
DISTRICT OF GASPÉ, ENTERS INTO AN AGREEMENT WITH  
MR. MICHEL BORNE, MERCHANT, OF THE CITY OF QUÉBEC.

KEN ANNETT

AGREEMENTBETWEEN MR.M.BORNE AND PETER DAY26th OCT.1829NO.1179 ERROL B.LINDSAY, NOTARY.

On the twenty sixth day of October in the year of our Lord one thousand eight hundred and twenty nine, 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 and appeared Mr.Michel Borne, of the said City of Québec, Merchant, owner of the schooner or vessel called the MARY AND MARGARET of the burthen of Fifty five and 13/94th Tons, register measure, now lying in this Port of Québec, and whereof Peter Day is Master, of the one part;

And the said Peter Day, of Carleton in the District of Gaspé, Mariner, of the other part:

Which said parties, in the presence of us the said Notaries, did declare, covenant, promise and agree to and with the other of them in manner following, that is to say;

WHEREAS the said Peter Day did on or about the twentieth day of October instant bargain and sell to the said Michel Borne the said schooner MARY AND MARGARET, then unregistered, for the price or sum of Two Hundred Pounds currency, on account and in part payment whereof the said Michel Borne hath well and truly paid unto him the sum of One Hundred and Twenty Eight Pounds, Nineteen shillings and five pence currency in goods and merchandize and in gold and silver coins to that amount; the receipt whereof is hereby acknowledged by the said Peter Day and whereof he doth acquit and discharge the said Michel Borne and all others for ever-leaving the balance or sum of Seventy One Pounds and seven pence to be paid by the said Michel Borne to the said Peter Day on or before the fifteenth day of October in the year one thousand eight hundred and thirty, as agreed upon between them the said parties, and to which payment of the said sum of Seventy One Pounds and seven pence

well and truly to be made on the said fifteenth day of October next, the said Michel Borne did and doth hereby bind and oblige himself firmly by these presents -

IN CONSEQUENCE OF which sale and assignment of the said Schooner as aforesaid the said Michel Borne did get the same registered at this Port of Québec in his own name, as appears by the Certificate thereof dated the twenty second of October Instant;

AND WHEREAS the said Sale and Assignment of the said Schooner MARY AND MARGARET was so made and consented to by the said Peter Day to the said Michel Borne in order to secure unto him, the said Michel Borne the payment of the aforesaid sum of One Hundred and Twenty Eight Pounds, Nineteen shillings and five pence, with the legal interest which may accrue thereof hereafter -

WHEREFORE it is hereby specially agreed by and between them, the said parties, that should the said Peter Day, or any other person or persons for him, well and truly pay and reimburse unto the said Michel Borne the aforesaid sum of One Hundred and Twenty Eight Pounds, Nineteen shillings and five pence by him advanced to the said Peter Day, as aforesaid, on or before the said fifteenth day of October in the said year, One Thousand Eight Hundred and Thirty together with the legal interest which may accrue thereon from the day of the date of these presents until that period, then and in such case, the said Michel Borne shall and will and he doth hereby bind and oblige himself, so soon as the said sum of money and interest is so paid unto him, to assign over again the said Schooner, MARY AND MARGARET to the said Peter Day and to grant him a Bill of Sale thereof in due form at the cost and expense of him the said Peter Day -

And without any further consideration than that, so soon as a legal transfer of the said Schooner is so made to the said Peter Day as aforesaid, he, the said Michel Borne, shall be fully acquitted and discharged of and from the payment herein before stipulated to be made by him on the said fifteenth day of October next of the balance or sum of Twenty One Pounds and seven pence remaining due to the said Peter Day -

And, by these same presents, the said Michel Borne doth agree to let the said Schooner, MARY AND MARGARET and her appurtenances, completely tight, staunch, strong and seaworthy and fit for sea, to the said Peter Day, accepting hereof, who shall navigate her himself as Master, on his own account and at his own cost and expense - the said Peter Day paying all expenses whatsoever except keeping the said vessel seaworthy, from the present time until the said fifteenth day of October next, and to perform a voyage or voyages from this Port to Chaleurs Bay and Halifax in the Province of Nova Scotia, or to any other place the said Peter Day may think fit to take the vessel, and finally to return to this Port of Québec when the said voyage shall end -

And it is hereby agreed that should the said Peter Day navigate the said vessel or proceed with her to any place or places out of this Province of Lower Canada, then and in such case he doth hereby bind and oblige himself to Insure or cause the said vessel to be Insured at his own cost and expense against the perils of the sea and others, as customary, and to keep her so insured during the time she may be absent from this Province -

The present Agreement or Charter thus made by and on the part of the said Michel Borne on the following conditions, to wit:

THAT the said Peter Day shall and will and he doth hereby promise and oblige himself to keep a right and true account of the freights by the said vessel in her said voyage or voyages and of the profits by him made with her during the same time, and shall, on his return to this Port of Québec pay me just half of such freights and profits to the said Michel Borne, accepting hereof, or to his order -

And the said Peter Day doth further oblige himself to return and deliver up the said Schooner MARY AND MARGARET to the said Michel Borne, his heirs or assigns, on the fifteenth day of October next in as good order and condition as he shall have received the same, reasonable wear and tear only excepted.

These presents to be executed by the said parties on pain of all costs, damages, etc. resulting from default herein on the part of either party.

And for the execution hereof the parties have elected their domicile as follows, to wit: the said Michel Borne at his actual residence aforesaid and the said Peter Day at the office of Errol Boyd Lindsay, one of the undersigned Notaries, in St. Peter Street in the Lower Town of Quebec.

Thus Done And Passed in the said City of Québec at the said office of E.B.Lindsay in the day and year first above written.

IN FAITH AND TESTIMONY WHEREOF the said parties have to these presents, first duly read according to Law, set and subscribed their names and signatures in the presence of us the said Notaries, also hereunto subscribing.

(SIGNATURES)

- M. Borne
- P. Day
- Errol B. Lindsay, N.P.
- C.M. DeFoy, N.P.

POSTSCRIPT

On November 30th., 1831, Peter Day and Michel Borne appeared again before the Notaries Public above. Peter Day acknowledged having received payment in full for the Schooner MARY AND MARGARET which now was the property of Michel Borne. The parties declared mutual and reciprocal discharge of their business arrangements through the sale of the MARY AND MARGARET for Two Hundred Pounds.



CARLETON

"...Adjoining Maria is beautiful Carleton, named in honour of Sir Guy Carleton...ten families of the dispersed Acadians crossed the Baie des Chaleurs to what is now Carleton: then known as Tracadièche and sought refuge at the barachois. The barachois is formed by a sand bar nearly two miles long, joined to the mainland at the east, at the foot of a cape which extends a mile into the bay, and at the west by another sand bar. Behind Carleton are the lofty Tracadièche Mountains..."

TREASURE TROVE - MacWHIRTER