

GASPÉ OF YESTERDAY

PETER CULLEN OF BONAVENTURE

Captain Henry Jenkinson, Master of the
Brig, HENRY, protests delay by Peter
Cullen of Bonaventure in providing a
cargo of pine timber consigned to John
Cullen of Liverpool.

KEN ANNETT

PETER CULLEN OF BONAVENTUREPREAMBLE

The family name of CULLEN lives on in Gaspesia in the community name of CULLEN'S BROOK in the County of Bonaventure.

The GASPE^É OF YESTERDAY article, BONAVENTURE, published by SPEC on January 20, 1982, recalled that the brook took its name from Peter Cullen, a native of Liverpool, England. Born circa 1802, Peter Cullen migrated from Liverpool to Gaspesia and settled at Bonaventure as a merchant trader. There he subsequently married Marie Poirier, daughter of Captain Charles Poirier and his wife, Angelique Arbour. In addition to being a merchant he was the owner and promoter of a flour-mill on Cullen's Brook - possibly the same mill that had been operated there by Raymond Bourdages.

The Notarial Deed of Martin Sheppard that follows adds to information on Peter Cullen. In it we meet his father, John Cullen, Liverpool Merchant, and learn that in 1829 his son, Peter, was his Agent or Factor at Bonaventure. The Cullens were importing Bonaventure timber into Britain and the ships that came to Gaspesia to load timber brought the trade goods to stock Peter Cullen's store.

The Joseph Babin of Bonaventure at whose home Peter Cullen was resident in 1829 was one of the sons of the pioneer Acadian settler Ambroise Babin and his wife, Anne Sire (Cyr)

Were the correspondence of Peter Cullen with his father and other family members in Liverpool to be found what an historical treasure it would be !
Should any reader of SPEC have significant information on Peter Cullen's life and career in Gaspesia it is hoped that they will share it with other readers.

PETER CULLEN AT BONAVENTURE

DEED # 263 BY MARTIN SHEPPARD, N.P. DATED 2nd JULY, 1829.

PROTEST BY HENRY JENKINSON, MASTER OF THE BRIG "HENRY"
VERSUS MR. PETER CULLEN.

By this Public Instrument of Protest Be It Known and made manifest that on this second day of July in the Year of Our Lord one thousand eight hundred and twenty nine, at the special instance and request of Henry Jenkinson, Master Mariner and Master and part Owner of the Brig or vessel called the HENRY of Liverpool, of the burthen of two hundred and twenty eight Tons or thereabouts register measure, now lying at anchor in the Roadstead or Anchoring Ground of Little Bonaventure, near Bonaventure, in the District of Gaspé, I, the undersigned Martin Sheppard, Notary Public by Royal Authority, duly admitted and sworn for the Province of Lower Canada, residing at the Township of Cox in the Bay of Chaleur, County of Gaspé, District of Gaspé, in the said Province (where no stamps are used or required), accompanied by and in the presence of the Witnesses hereafter named and hereunto subscribing, went at the aforesaid request purposely to the residence of Mr. Peter Cullen of Bonaventure in the Bay of Chaleurs in the County, District and Province aforesaid, Merchant, the Agent or Factor of Mr. John Cullen his father of Liverpool in that part of the United Kingdom of Great Britain and Ireland called England, also Merchant, hereinafter namely situate and being at the house of Mr. Joseph Babin the Elder at Bonaventure aforesaid; and then and there being and speaking to a person of the house, did at the aforesaid request declare, intimate, notify and make known unto the said Peter Cullen, in his said quality -

That Whereas under and by virtue of a certain agreement in writing, or Charter Party, made, consented and entered into at Liverpool aforesaid by and between the said Henry Jenkinson, of the one Part, and the said John Cullen of the other Part, and signed and delivered by the said Henry Jenkinson and the said John Cullen at Liverpool aforesaid in the presence of Mr. J. Crow, Witness, thereunto subscribing, and bearing date at Liverpool the thirteenth day of March, one thousand eight hundred and twenty nine, it was, among other matters and things in the said Charter Party, expressly mentioned and declared

that the said Henry Jenkinson, after taking on board of the said vessel such a quantity of lawful goods as he, the said John Cullen, or his Agents, might think proper to ship on board of the said Brig, HENRY, at Liverpool aforesaid, should and would proceed therewith to Bonaventure aforesaid and there deliver the same to the said Peter Cullen, in his aforesaid capacity of Agent or Factor in Bonaventure aforesaid, and after having discharged and delivered the same at Bonaventure should and would receive and take on board of the said vessel a full and complete cargo of square yellow pine timber, with lath and plank for broken storage only, at the rate or price mentioned in the said Charter Party.

And Whereas in and by the said Charter Party it is further commanded and agreed that the said John Cullen should be allowed for loading at Bonaventure and discharging at Liverpool aforesaid the space of Forty-five weekly days, to be computed from the arrival of the said vessel at a proper place at Bonaventure being in readiness to discharge and load, and notice thereof given to the said Affreighter or his Agents, and to cease on her finally being laden and dispatched, and to commence on her arrival at a proper discharging berth at Liverpool and to cease on her final discharge, in default whereof the said John Cullen bound himself to pay demurrage (i.e. "compensation for detention of a vessel by freighter beyond the time agreed upon") at the rate of Five guineas (i.e. coins of approx. 20 shillings) per day for Each and Every day which the said vessel might be detained above and exceeding the said Forty five weekly days herein before specified, all of which, with other matters and things not herein mentioned, will fully and at large appear in and by the said Agreement or Charter Party, in part recited, reference thereunto being had.

And Whereas in compliance with the said Charter Party he, the said Henry Jenkinson, did receive and load on board of the said vessel from the said John Cullen at Liverpool aforesaid such goods as the latter or his Agents chose to load on board of the said vessel, the whole according to the Bill of Lading of the said goods consigned to the said Peter Cullen, and proceeded therewith on board of the said Brig HENRY to Bonaventure aforesaid where he arrived with the said vessel on the fourth day of May now last past and

immediately reported himself and gave notice of such his arrival to the said Peter Cullen, Agent of the said John Cullen as aforesaid in compliance with and execution of the said Charter Party and commenced discharging of the said goods and cargo of the said vessel at Bonaventure on the seventh day of the said month of may now last past.

And whereas the quantity of Forty five weekly days allowed allowed for loading and discharging of the said goods and cargo at Liverpool and Bonaventure aforesaid expired on the twenty seventh day of the month of June now last past and the said vessel up to that point had only taken in and received a small portion of the cargo to be loaded on board of her at Bonaventure agreeably to the said Charter Party although the said Peter Cullen, as Agent or Factor as aforesaid hath been frequently notified by the said Henry Jenkinson of the desire and written wish of the said Henry Jenkinson to receive and load on board of the said vessel the remainder of the cargo to be loaded on board of her by the said Peter Cullen in his said quality, agreeably to the said Charter Party, in part recited, but which the said Peter Cullen, in his said quality, hath hitherto refused or delayed to do to the great damage and detriment of the said Henry Jenkinson and others concerned or interested in the said vessel, the said Brig HENRY, which said vessel is now detained at Little Bonaventure in expectation of receiving that remainder of the said cargo at considerable demurrage and expense.

Wherefore I, the said Notary, at the aforesaid request, did reiterate the notification heretofore given and made by the said Henry Jenkinson to the said Peter Cullen, in his said quality, as aforesaid and did signify and require the said Peter Cullen forthwith to complete and finish the loading of the cargo of the said vessel to be loaded on board of her at Bonaventure aforesaid according to the said Charter Party, in part recited, in default whereof the said Henry Jenkinson will be incapacitated to purchase and procure sufficient Timber for completing the cargo of the said vessel or to leave Bonaventure with other than a part load in order to prosecute his return voyage on board of the said vessel to Liverpool aforesaid with the shortest delay possible.

And did further notify, signify and make known unto the said

Peter Cullen, in his said quality, that the Forty five weekly days allowed for loading and discharging the said cargoes at Bonaventure and Liverpool as aforesaid, in and by the said Charter Party, in part recited, expired on the Twenty seventh day of June now last past, since which period the said vessel remains on demurrage at the rate before specified (i.e. 100 shillings or 5 guineas per day), the said Peter Cullen having refused all our often requests to endorse the said Charter Party for the number of days which the said vessel may be constrained to lay on demurrage over and above the time limited in the said Charter Party, or to pay demurrage day by day. And further did also further intimate and notify unto the said Peter Cullen, in his said quality, that the present notification is intended to convey and ensure every purpose of a diurnal or daily notification of the recurrence of demurrage and detention of the said vessel beyond the period specified for the loading and discharge of the said vessel at Bonaventure and Liverpool as aforesaid, but which the said Peter Cullen, in his said quality, be required to take notice and govern himself accordingly.

To all which the said person of the House made answer -
"Mr. Peter Cullen is not at home and I will give this to him on his arrival, but I know nothing about the business."

Which answer not being deemed satisfactory I, the said Notary, at the aforesaid request, accompanied as aforesaid, did Protest, as by these presents I do most solmenly Protest, as well against the said Peter Cullen, in his said quality, as against the said John Cullen and also others whom it doth or may concern, for breach and non-execution of the said Charter Party, broken in part, and for all demurrage, damage, loss, detriment and prejudice suffered, sustained or to be suffered and sustained by the said Henry Jenkinson and the owners of the said vessel for or by reason or means of the non-compliance with the terms and the intent and meaning of the said Charter Party, in part recited, and for what else the said Henry Jenkinson can, may or ought to protest to recover the same in time and place convenient.

Of all which Act having been requested I, accompanied by and in the presence of M.Pierre Poirier, Merchant, and Mr.Thomas McCracken, Gentleman, both at and of Bonaventure aforesaid, Witnesses to the due execution of these presents, hereunto severally subscribing, have granted these presents to serve and avail as of Law and Right doth thereunto appeetain.

Thus Done, Protested and Signified at the residence of the said Peter Cullen on the day and in the month and year herein first above written, having left an Exact Copy of these presents, speaking as aforesaid, for the said Peter Cullen, in his said capacity, in order that he and the said John Cullen may not plead or allege ignorance of the premises.

IN TESTIMONIUM VERITATIS

WITNESSES

Pierre Poirier
Thomas McCracken

SIGNATURES

Henry Jenkinson
M.Sheppard, N.P.