

IT IS HEREBY AGREED, between *Vinson Cahoon* the Master or Skipper of the Fishing Schooner

Ann & Mary of the burthen of *Seventy nine* tons, and *3/95th* feet

and the Fishermen thereof, now bound from *Gloucester* on a Fishing Voyage or Voyages of *James Mansfield* Owner of [?]. That in consideration of the said Master or Skipper, and Fisherman, being entitled to ~~Five-Eighths Parts~~ of the FISH which may be caught on board said schooner during their service on board the same, and also to ~~Five-Eighths Parts~~ of the MONEY which by law is allowed to said schooner during the same term, after deducting the general supplies and other supplies, according to the usage and custom of *Gloucester* they severally shall and will perform their duty on board the schooner aforesaid, during the term for which they herein engage: And the said Master or Skipper doth hereby agree with and hire the said Fishermen, agreeably to the terms aforesaid, for and during the fishing season ending the last day of November next, and until the voyage or voyages of said season shall be completed. And the said Fishermen oblige themselves faithfully to perform their duty on board said schooner during said season: and in all things, and at all times, to fulfil the lawful commands of said Master or Skipper. And the said master or Skipper, and the said Fishermen, mutually hold themselves bounden by the rules, orders and regulations set forth in an act of Congress for their regulation and government of Fishermen, in which it is enacted,

“That if any Fisherman, having engaged himself for a voyage or for a fishing season, in any fishing vessel, and signed an agreement therefor as aforesaid, shall thereafter, and while such agreement remains in force, and to be performed, desert or absent himself from such vessel, without leave of the Master or Skipper thereof, or of the Owner or his Agent, such deserter shall be liable to the same penalties as deserting Seamen and Mariners are subject to in the Merchants service, and may in like manner, and upon the like complaint and proof, be apprehended and detained; and all costs of process and commitment, if paid by the Master or Owner, shall be deducted out of the share of Fish, or proceeds of any fishing voyage, to which such deserter had or shall become entitled. And any Fisherman, having engaged himself as aforesaid, who shall, during said fishing voyage, refuse or neglect his proper duty on board the fishing vessel, being thereto ordered or required by the Master or Skipper thereof, or shall otherwise resist his just commands, to the hindrance or detriment of such voyage, beside being answerable for all the damages arising thereby, shall forfeit the use of the Owner of such vessel his share of the allowance which shall be paid upon such voyage, as is herein granted.”

And it is further agreed, in conformity to said act, that the ~~Five-Eighths~~ of all the FISH taken as aforesaid, and which shall accrue to the Master or Skipper, and Fishermen, according to the foregoing terms, shall be divided among them in proportion to the quantities or number of said Fish, they may respectively have caught; and that the ~~Five-Eighths~~ of the MONEY allowed by law to said schooner, accruing to said Master or Skipper, and the Fishermen, according to the terms of aforesaid, shall be divided among them in such proportions as the Fish they shall respectively have taken, may bear to the whole quantity of fish taken on board said schooner during said season. *And the [?] James Mansfield shall have only fourth of all the Stock*

combining one fourth of Bounty [?] and the Skipper or Master one Sixty fourth part of the Same [?].

For the due performance of each and all the above articles and agreements, and in witness of their being freely and voluntarily entered into, we have hereunto severally affixed our hands, the month and day against our names respectively affixed, and in the year of our Lord one thousand eight hundred and twenty-five.

Time agreed to enter on board for duty. born.	Witnesses to signing.	Men's Names.	Quality	Whore
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*Gloucester
April [?] 1825*

<i>Vinson Cahoon</i>	<i>Skipper</i>
<i>Ebenezer Nickerson</i>	<i>[?] Salter</i>
<i>Oliver A. Nickerson</i>	<i>Header</i>
<i>Franklin Nickerson</i>	<i>Throter</i>
<i>William Haker</i>	<i>Spliter</i>
<i>Josiah X his mark Haker</i>	<i>Header</i>
<i>Warren Nickerson</i>	<i>Throter</i>
<i>America Nickerson</i>	<i>Cook</i>

* Article 1. Whereas difference have arisen respecting the liberty claimed by the United States, for the inhabitants thereof, to take, dry, and cure fish, on certain coasts, bays, harbours, and creeks, of His Britannic Majesty's dominions in America, it is agreed between the high contracting parties, that the inhabitants of the said United States shall have, forever, in common with the subjects of His Britannic Majesty, the liberty to take fish of every kind on that part of the southern coast of Newfoundland, which extends from Cape Ray to the Rameau islands, on the western and northern coast of Newfoundland, from the said Cape Ray to the Quirpon islands, on the shores of the Magdalen Islands, and also on the coasts, bays, harbors, and creeks, and thence northwardly indefinitely along the coast, without prejudice, however, to any of the exclusive rights of the Hudson Bay Company : And that the American fishermen shall also have liberty, forever, to dry and cure fish in any of the unsettled bays, harbours, and creeks, of the southern part of the coast of Newfoundland, hereabove described, and of the coast of Labrador but as soon as the same, or any portion thereof, shall be settled, it shall not be lawful for the said fishermen to dry or cure fish at such portion so settled, without previous agreement for such purpose, with the inhabitants, proprietors, or possessors, of the ground. And the United States hereby renounce, forever, any liberty heretofore enjoyed or claimed by the inhabitants thereof to take, dry, or cure fish, on or within three marine miles of any of the coasts, bays,

creeks, or harbours, of His Britannic Majesty's dominions in America, not included within the above-mentioned limits : Provided, however, that the American fishermen shall be admitted to enter such bays or harbours, for the purpose of shelter, and of repairing damages therein, of purchasing wood, and of obtaining water, and for no other purpose whatever. But they shall be under [?] restrictions as may be necessary to prevent their taking, drying, or curing fish, [?] any other manner whatever abusing the privileges hereby reserved to them."

Collector's Office - District of Gloucester

April [?]

I hereby certify, that the foregoing is a true copy of the 1st article of the [?] United States of America and Great Britain, signed by the Plenipotentiaries of [?] October 29, 1818.

William [?] Collector.