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## The Transition from the Migratory to the Resident Fishery in the Strait of Belle Isle\*

THE EVOLUTION OF THE MERCHANT COLONIAL system in Newfoundland from migratory ship fishery to permanent resident fishery was a process which was repeated several times over the course of the colony's history, as frontier conditions retreated before the spread of settlement. On the east coast, the transition from a British-based shore fishery operated by hired servants to one in which merchants became suppliers and marketers for Newfoundland fishing families took place in the second half of the 18th century. Further north and on the south coast the migratory fishery persisted longer,<sup>1</sup> but it was only in the Strait of Belle Isle that it held sway from its inception in the 1760s until well into the 1820s. Then here too it was slowly transformed into a resident fishery as migratory personnel became residents of the shore, with the arrival of settlers from Conception and Trinity Bays and merchants and traders from St John's and Halifax. Gerald Sider has provided an integrated and provocative conceptual framework within which to view this transformation. Three aspects of his thesis will be examined here. First, he states that the English merchants, controlling the migratory fishery throughout the 17th and 18th centuries, opposed permanent settlement and landed property. Second, he claims that in the face of settlement in the first four decades of the 19th century, the merchants reacted by getting out of the fishing business and entrapping the resident fishermen in a cashless truck system, a transition from wages to truck which, he claims, represented a loss to the fishermen and which had to be forcibly imposed by the courts. Finally, he states that as a result there emerged a stark division between two classes: poverty stricken fisherfolk on the one hand and merchants on the other. These same merchants prevented the emergence of a middle class, by discouraging alternative sources of wealth (agriculture and economic development) and by 'wiping out'

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<sup>1</sup> See K. Matthews, *Lectures on the early history of Newfoundland 1500-1830*, Newfoundland History Series, No. 4 (St. John's, 1988); H.A. Innis, *The Cod Fisheries* (Toronto, 1954); D.W. Prowse, *A History of Newfoundland from the English, colonial and foreign records* (London, reprinted Belleville, Ontario, 1972); and G. Handcock, "English Migration to Newfoundland", in J.J. Mannion, ed., *The Peopling of Newfoundland* (St John's, 1977).

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the independent planters who did emerge in the early 19th century.<sup>2</sup>

Previous works have cast doubt on two of these propositions.<sup>3</sup> At a more general level, Sider has been criticized for his highly selective, ahistorical and geographically biased use of evidence, and for his failure to study the workings of merchant capital.<sup>4</sup> His work contains no analysis of the truck system although he believes it to be the prime agent of merchant capital, responsible for the exploitation of the people and ultimately the underdevelopment of the Newfoundland economy. His evidence is drawn heavily from two ethnographic studies which examined two recently formed, isolated and small settlements (Savage Cove and Cat Harbour):<sup>5</sup> places quite unlike Conception Bay, Trinity Bay and the south coast where settlement was older, communities larger and more complex, and where the seal, Labrador and banks fisheries offered alternative economic opportunities which broke the merchant hegemony said to be characteristic of the resident fishery. A further, and related, failing is Sider's tendency to view Newfoundland and the fishery as everywhere the same. Fundamental geographical differences from one part of the island to another and their impact on the economy and society are entirely ignored. In Sider's defense there were no detailed case studies of merchant operations for him to draw on, particularly studies of account books and ledgers for Newfoundland.<sup>6</sup> What is needed, therefore, are a series of case studies, rooted in place and time, which will test his thesis against the empirical evidence.

The inventories, letterbooks and accounts of Joseph Bird (later Thomas Street Bird) of Sturminster Newton and Poole, whose Newfoundland headquar-

2 G. Sider, *Culture and Class in Anthropology and History* (Cambridge, 1986), pp. 19, 25, 55-7, 114-7, 147.

3 K. Matthews, "A History of the West of England — Newfoundland Fishery", D.Phil. thesis, Oxford University, 1968 and C.G. Head, *Eighteenth Century Newfoundland: A Geographer's Perspective* (Toronto, 1976) have shown that the West Country merchants did not oppose settlement on the Old English Shore. S.D. Antler, "Colonial Exploitation and Economic Stagnation in 19th Century Newfoundland", Ph.D. thesis, University of Connecticut, 1975 and R.M. Lewis "The Survival of the Planters' Fishery in 19th and 20th Century Newfoundland", *Merchant Credit and Labour Strategies in Historical Perspective* (Acadiensis Press, forthcoming), ch. 2 have proposed that the planters, specifically those associated with the seal fishery, while weakened by the decline in the seal fishery, were not the victims of overt mercantile hostility and many did survive.

4 Comments by J.K. Hiller and D. Vickers, "Newfoundland's Past as Marxist Illustration", *Newfoundland Studies*, 3, 2 (1987), pp. 265-75.

5 M.M. Firestone, *Brothers and Rivals: Patrilocality in 'Savage Cove'* (St. John's, 1967) and J.C. Faris, *Cat Harbour: A Newfoundland Fishing Settlement* (St. John's, 1972).

6 Rosemary E. Ommer, *From Outpost to Outport* (McGill-Queens, forthcoming), especially chs. 2 and 5 on the truck system and account books of Charles Robin and Company of Gaspé. See also Rosemary E. Ommer, "The Truck System in Gaspé, 1822-77", *Acadiensis*, 19, 1 (Fall 1989), pp. 91-114.

ters were at Forteau on the Labrador side of the Strait of Belle Isle, cover the entire period between 1824 and 1844, when the operation was at its apogée. Unfortunately only the Fur Account Book covers the entire period. The inventories, summary accounts and letters cover the period between about 1836 and 1844; the only Personal Account Book is for Bonne Bay for 1840 but, even for that year, it is incomplete.<sup>7</sup> It is, therefore, impossible to make any quantitative assessment of Bird's business and especially of the truck system. Nevertheless it is possible to see the diverse nature of his business. The letterbooks, in particular, provide a detailed picture of the behaviour, concerns and decisions of merchants, planters and settlers, albeit one expressed primarily through the pen of the merchant and his agents. They uncover the stresses and tensions experienced during this period, the changes made to the operation of the fishery and the mercantile rationale for these changes. The papers of Joseph Bird and Company, therefore, offer a window through which to examine in detail the transition from migratory to resident fishery in the Strait of Belle Isle. Specifically these documents illuminate the changing relationship between merchant and fishermen and the interdependence of that relationship. For the merchant, this transition involved a shift from being a producer of fish to a supplier of goods and exporter of fish; for the fisherman, a shift from being a servant hired on wages for a particular term to do whatever the merchant required, to becoming an 'independent' resident fisherman dependent upon the merchant for supplies and tied to him through the truck system. This transition also involved changes in the place of residence of settlers and the nature of property rights to resources.

In 1763 Labrador was ceded to the British by the French and the whole coast became reorganized in terms of the British Ship Fishery, now displaced from the English Shore by a resident fishery, in the wake of permanent settlement. In 1765, Governor Palliser's *Regulations for the Coast of Labrador* stated quite clearly that the Labrador coast was to be maintained for the British Ship Fishery and that no settlement was to occur. Paradoxically these regulations provided the economic basis for a resident population. By allowing the first vessel in any harbour each season to retain a gang of 12 men over the winter to prosecute the winter seal and whale fisheries, the second vessel to have exclusive right to the salmon fishery in that harbour, and the third vessel to 'traffick' with the Indians, they laid the basis for an integrated year-round economy.<sup>8</sup> While conceived by Palliser as bonuses, these occupations rapidly became seen as necessary complementary activities if the short summer fishery were to be viable this far north:

7 Accounts, Letterbooks and Inventories of Joseph Bird and Thomas Street Bird, 1824-1844, MG40 D Chancery 108, Reels B1459-1461, Public Archives of Canada (hereafter referred to as Bird Papers).

8 The regulations are found in the Colonial Office Records, Newfoundland, series 194 (hereafter known as C.O. 194), vol.16 (1765), Public Record Office, London.

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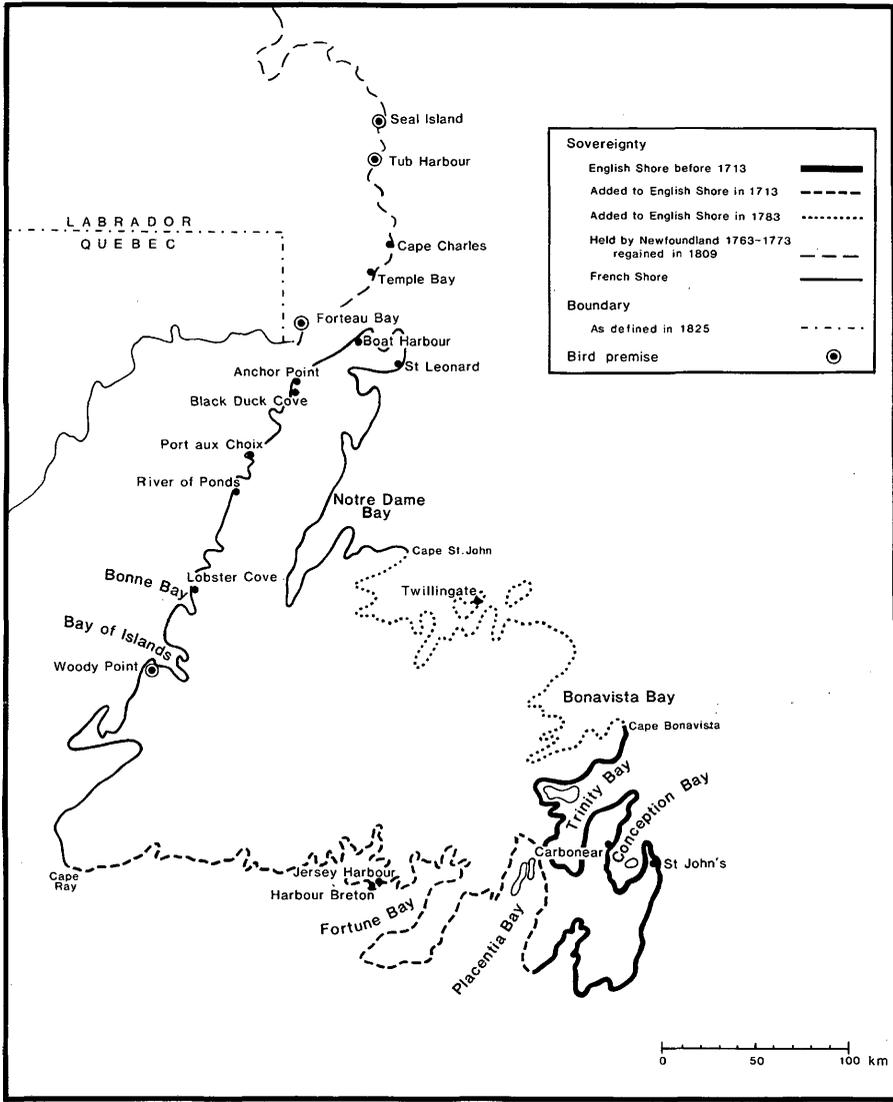


Figure 1: Sovereignty and the Location of Joseph Bird's premises in Newfoundland and Labrador

“the Business of sealing is certainly very advantageous winter employment. There are a great many good posts unoccupied which are situated contiguous to harbours very proper for carrying on the cod-fishery” and while the salmon was not on the whole good enough to start a business, “when annexed to the cod fishery, some of the Rivers are worth attending to”.<sup>9</sup>

The merchants soon began to argue for the granting of property rights and residence. They claimed that the seal fishery demanded considerable expenditure in fixed assets (nets, frames and boats) and these must be designed for a particular “berth”. The salmon fishery required “dwelling houses...and other erections” to be built on each river and the furring business was dependent upon detailed knowledge of the interior as well as the construction of tilts at strategic points in the interior trapping grounds. Moreover the lateness of the opening of navigation made it advantageous to “leave a crew behind to make the necessary preparations for the ensuing season, who could at little expense be advantageously employed in the seal fishery”.<sup>10</sup> In March 1773 the Board of Trade agreed with them, recommending to the Governor “that actual residence and continued possession were essentially necessary to the carrying on of the Seal and Salmon Fisheries on the Coast of Labrador”.<sup>11</sup> On his arrival in Newfoundland that year Governor Shuldham issued a proclamation recognizing exclusive property rights in Labrador.<sup>12</sup> As a result, in the last quarter of the 18th century, shore-based business operations began to develop all along the coast of Labrador, including the Strait of Belle Isle. These firms had their bases either in Jersey or in south-west England. The earliest firm to establish in the area was the Dartmouth-based company of Noble and Pinson. Possibly as early as 1774 and certainly by 1784 this firm had a cod fishing station at L’Anse au Loup (Schooner Cove), sealing posts at L’Anse à Mort and West St Modeste, and a salmon post at Pinware River, as well as several other establishments on the north-east coast of Newfoundland and Labrador.<sup>13</sup> The Dorset-based firm of Joseph Bird established its headquarters at English Point, Forteau Bay around 1800. Like the Devon-based firms, Bird emphasized winter resources, exploiting seal fisheries in the Strait at

- 9 “A Short Account of the Territory of Labrador...”, by an Officer of the Squadron under the Command of Commodore Shuldham to the Earl of Dartmouth, 1772, C.O. 194/30, pp. 168-9.
- 10 See George Cartwright to the Earl of Dartmouth, 6 January 1772, C.O. 194/31, pp.13-20.
- 11 Board of Trade to Earl of Dartmouth, C.O. 194/31, p. 7.
- 12 Governor Shuldham, on Board Ship *Alborough*, in Chateaux Bay, 21 August 1773, C.O. 194/31, pp. 70-1.
- 13 Temple Bay, Seal Islands, Cape Charles, and Spear Harbour. During the Napoleonic Wars they also operated a cod and sealing post at St. Leonards near St. Anthony. W. Gosling, *Labrador: Its Discovery, Exploration and Development* (Toronto, 1910), p. 385. In 1830 this firm was sold to Stabb, Row and Holmwood. “Fisheries Report”, Newfoundland, *Journal of the House of Assembly* (hereafter referred to as *JHA*), 1857, appendix.

Western Point (Forteau), Wiseman's Head, L'Anse au Diable and briefly at L'Anse au Clair as well as furring and salmon at his Bonne Bay and Seal Island's branches. The numerous Jersey firms in the area (most notably DeQuetteville Brothers which had three establishments) did not promote year-round exploitation of resources, but concentrated on the summer cod fishery. Consequently, they were not involved in the structural transition of the area and retained what was in essence a ship fishery throughout the period of their tenure in the Straits, operating out of Jersey (sometimes with New World bases in Gaspé) and local headquarters at Blanc Sablon and Isle à Bois.

In 1792 Jersey firms had four vessels carrying on the cod fishery and employing 144 men at Blanc Sablon and at Forteau they had two vessels employing 63 men. At the same time Noble and Pinson loaded ten vessels with fish, oil and salmon from the Strait of Belle Isle.<sup>14</sup> Sixteen years later the British ship fishery had not grown, thanks to the disruptions of American privateers in the 1790s and the temporary reassignment of the coast to Quebec between 1774 and 1809. In 1808 there were 90 men at Blanc Sablon and environs, 170 at Forteau and 30 at L'Anse au Loup, using 11 vessels and 37 boats. The number of merchants, however, had grown and there were at least four local planters.<sup>15</sup> In 1809 this part of the Labrador coast was returned to the British and after 1815, when the French returned to the north east coast of Newfoundland, commercial interest in the area increased dramatically. By 1830 a pattern of mercantile establishments was in existence which remained essentially unchanged until the 1870s.

Although the heart of the British merchant emporium was concentrated in a small area between Blanc Sablon and the West side of L'Anse au Loup Bay, its influence on settlement and economy extended far beyond that. The English merchants were interested in the winter seal and fur resources and maintained sizeable winter crews to prosecute them. Both English and Jersey firms brought out fishing crews and shoremen each year (in 1808 the summer population was 315 men and by 1848 approximately 700 to 1000 men were brought out as summer employees<sup>16</sup>), but at the close of the season only the English firms left

- 14 According to a return sent in by Governor King and reported in Gosling, *Labrador*, pp. 386-7.
- 15 "Report of the Fisheries Carried on in the Gulf of St Lawrence and on the Islands therein, also on the Coast of Labrador and in the Straits of Belle Isle, obtained by H.M. Sloop *Avenger*, Thomas White Esq., Commodore", 1808, Sir John T. Duckworth, Governor, Papers, 1810-12, Provincial Archives of Newfoundland and Labrador. Summarized in Gosling, *Labrador*, 1910, p. 389. The company of Genge and Ash appears in Slade's ledgers as "traders for Bird" in 1814-15. (Information courtesy of G. Handcock.)
- 16 "Fisheries Report", Newfoundland, *JHA*, 1849, appendix, pp. 197-8. This was the earliest comprehensive report for the area. At the four Jersey houses at Blanc Sablon, "the principal fishing station in Labrador...there were upwards of 300 inhabitants during the season", whilst at the five fishing establishments at Forteau "upwards of 400 were employed". Meanwhile, approximately 140 people were employed at L'Anse au Loup, "Fisheries Report", Newfoundland, *JHA*, 1851, appendix, p. 148.

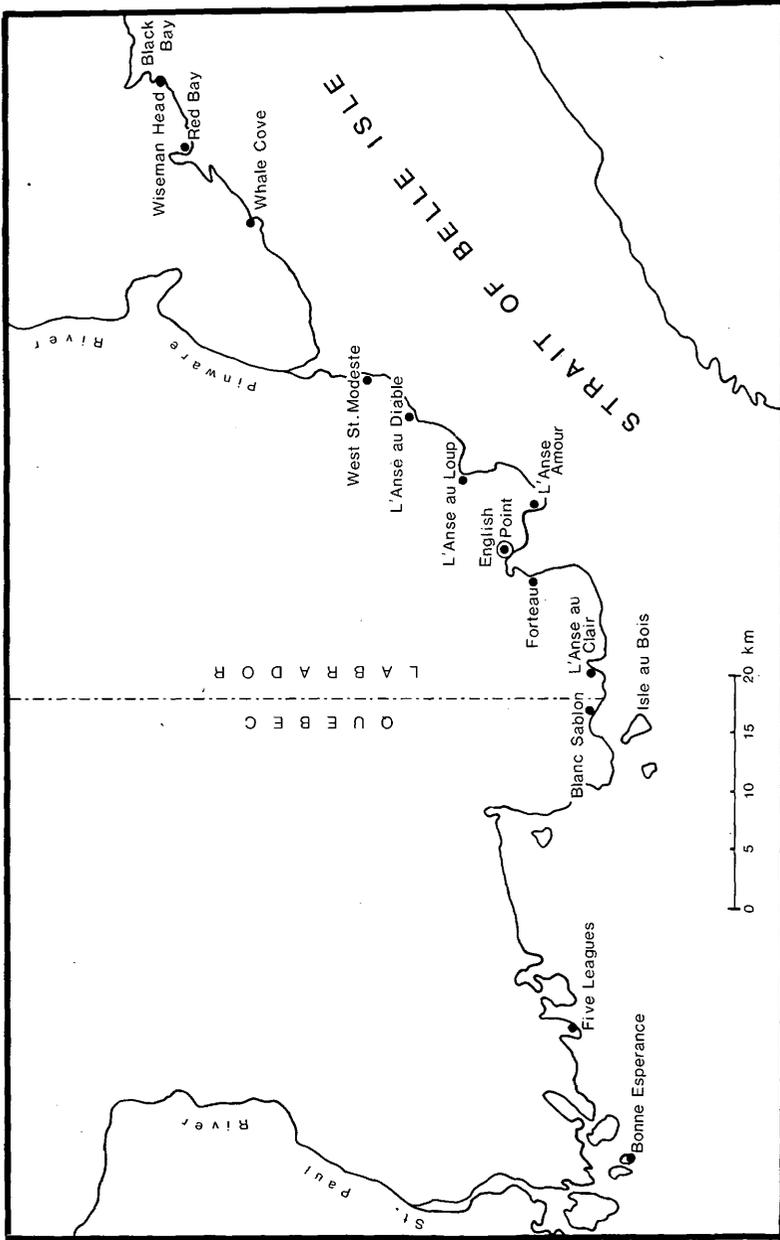


Figure 2: Strait of Belle Isle.

any number of employees. In 1836, for example, Joseph Bird left nine men at his Forteau Room alone.<sup>17</sup> It was wintermen such as these who became the first year round residents, and ultimately settled on the coast, a process that started in the 1770s. In 1792, for example, a Return of the fishery on the Labrador side of the Strait of Belle Isle records that there were already numerous “planters and furriers” overwintering in the area.<sup>18</sup> A partial census of the French Shore for 1838 shows that the first permanent residents north of Bay of Islands began to settle in the early 1800s, most arriving in the 1830s.<sup>19</sup> They came primarily from south-west England, presumably via one of the Labrador firms since there was no resident merchant on the West Coast except a branch of the Forteau-based firm of Joseph Bird at Bonne Bay (Woody Point). By 1838 they were living by the spring salmon fishery, the fall herring fishery, the spring and fall seal fishery or by catching furs or looking after French properties in the winter.<sup>20</sup> With the exception of the French caretakers, almost every one of them appears in the account books of Joseph Bird around this period. Those south of Port aux Choix were associated with his Bonne Bay operation; those east of Black Duck Cove with his Forteau operation. On the Labrador shore permanent settlement likewise appears to have begun with a few planters in the 1810s who used furring, sealing and salmon as their primary economic base. Most of the names of these earliest settlers appear in the records of Joseph Bird at some point. Again, they were spread over a wide area — from Bonne Esperance and Five Leagues in the west to Red Bay and Black Bay (Pinware) in the east — wherever seals, salmon and fur could be caught. The records of Joseph Bird, therefore, contain rich evidence of the transition from servant to settler and ship fishery to supply firm.

The company of Joseph Bird had its headquarters in Forteau, having had establishments before 1824 at Twillingate and Harbour Breton, and after 1824 at Bonne Bay (where he remained even when the French returned to the Shore after the Napoleonic War), Tub Harbour (closed in 1835) and Seal Islands (opened in 1835). By 1824, when the fur accounts start, a little settlement had already

17 “Fisheries Report”, Newfoundland, *JHA*, 1848, appendix, p. 198; Joseph Bird to John Craze, Forteau, 26 July 1836, Bird Papers, B1460. The 1808 “Report of the Fisheries” shows that only the English firms of Noble and Pinson of Dartmouth, Bird, and Genge and Ash of Poole, and the local planter Hawkins caught anything other than cod, catching amongst them over 1400 seals (over half by Bird alone) and almost 250 tierce of salmon (primarily by Genge). Duckworth Papers.

18 Quoted in Gosling, *Labrador: Its Discovery*, 1910, p. 386.

19 “List of Inhabitants on the Western Shores of Newfoundland”, Duplicates of Dispatches and Originals of Enclosures to the Colonial Office, 1838-39, C.O. 194/101, PANL.

20 The Bay of Islands settlers arrived much earlier and were part of a movement from along the south coast, where Bird himself at some earlier time had premises.

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occurred on the coast; by 1836, when the letterbooks start, much of Bird's business was coming from resident planters. Furs were an important economic base to the business. It would appear that Bird controlled the fur trade in the Strait of Belle Isle and along the West Coast of Newfoundland between River of Ponds and Boat Harbour through his involvement with a local planter, William Genge of Anchor Point,<sup>21</sup> himself once a small Poole merchant, with a Room at Forteau.<sup>22</sup> The value of furs varied enormously from one year to the next but usually averaged between £600 and £1200 sterling. By 1833 more than 50 per cent was accounted for by independent planters, primarily on the Newfoundland side of the Strait of Belle Isle, the most important of whom was the now independent planter family of W. & T. Genge and Co.<sup>23</sup>

The salmon fishery was also commercially important. While there were a few salmon rivers on the Labrador side of the Strait of Belle Isle (Pinware, L'Anse Amour and Forteau), it was really on the Newfoundland West Coast that the salmon fishery was of most importance. Salmon was the prime reason for Bird maintaining a room at Bonne Bay: the value of his Bonne Bay salmon in 1840 was £469, most of it by then coming from independent planters. This amounted to four times the value of the cod fishery and one and a half times the value of fur produced the previous winter.<sup>24</sup> By the 1860s most good salmon fisheries yielded 30 and 50 barrels of salmon a year.<sup>25</sup> In earlier years Pinware and River of Ponds had on occasion yielded considerably more.<sup>26</sup>

Seals were most important on the Labrador side of the Strait of Belle Isle, where the annual migration of seals, up in the Spring and down in the Fall,

21 Canon J.T. Richards, "The First Settlers on the French Shore", *Newfoundland Quarterly*, 52, 3 (1953), p. 18.

22 "Report of the Fisheries...", 1808, Duckworth Papers, PANL.

23 In 1824 the Forteau Room produced £138 worth of furs, while Bonne Bay produced only £55 and Tub Harbour as much as £142. However, even at this early date, when settlers were few, Genge in partnership with Bird sold £131 worth of furs primarily from the Newfoundland shore, while local Planters who can knowingly be placed in the Bonne Bay region produced at least £128 worth of furs. The value of furs in 1833: Forteau Room £147; Bonne Bay Room £123; Tub Harbour £117; River Head £166; Seal Islands £23; W & T Genge £133; Bonne Bay planters £81. By 1844 Bonne Bay was producing more furs than Forteau, and Seal Islands (which had replaced Tub Harbour in Labrador) was relatively insignificant: by value — Forteau £645; Bonne Bay £933; Seal Islands £148. Fur Account, Bird Papers, B1460.

24 The value of salmon in pounds sterling was £38 for rivers fished directly by Bird employees and £429 for local planters. The value of cod fish caught was only £99 with a further £59 coming from oil. The value of fur £198 for Bird directly and £132 from four local planters. Bonne Bay Ledger, Bird Papers, B1459, and Fur Account, Bird Papers, B1460.

25 See "Fisheries Reports", Newfoundland, *JHA*, 1866, 1872 and 1873, appendices.

26 "Fisheries Reports", Newfoundland, *JHA*, 1851 and 1853, appendices. In Pinware in 1852 we are told 300 tierce were caught, while at L'Anse Amour 120 barrels were caught in 1850.

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provided two short but lucrative seal fisheries, important primarily for the oil they provided. After the 1821 collapse of the Quebec-based Labrador Company, which had previously held a virtual monopoly of the industry, British ship merchants and settlers increasingly prosecuted this fishery.<sup>27</sup> In the 1830s the industry revived after two decades of very poor prices and by 1840 seal, whale and train oil was worth £1446 sterling to Bird's operation and seal skins sold for a further £68. Of this 45 per cent (most provided by Bird's winter crew) came from Seal Islands and 40 per cent (two-thirds of which was produced by local planters) from Forteau.<sup>28</sup> Although the supply of seals was highly variable, in the 1850s the planter-operated seal fisheries at East and West St Modeste, Carrols Cove, and Red Bay provided on average 300 to 350 seals a year.<sup>29</sup> Given that most seal fisheries required between five and six men to fish, this meant that each seal fishery was worth about £50 a man.<sup>30</sup>

It is usually assumed that the prime concern of the British merchants was cod, but the evidence from Bird tends not to support this: his records, for example, never indicate the overall value of cod to his operation. The cod was usually sent directly to European markets, often on chartered vessels, or on vessels of other Labrador or St. John's companies and often in conjunction with pickled salmon. The letters and shipping bills of lading suggest that the average annual catch of cod was 800 quintals<sup>31</sup> from the Strait (about half that caught by any of the major Jersey premises) and a further 800 quintals from Seal Islands, with almost none caught on the West Coast.<sup>32</sup> The value of an average total catch of 1600 quintals would have been around £800 sterling, considerably less than that obtained by the Jersey rooms.<sup>33</sup> There is likewise no evidence of the value of cod

27 This company had monopolized the seal fishery between Mecatina and Red Bay (where it had employed 100 men). E. T. D. Chambers, *The Fisheries of the Province of Quebec* (Quebec, 1912), p. 105; Gosling, *Labrador*, p. 382.

28 Inventory of goods shipped by Bird to Wilkinson and Co., London, dated December 1840, Bird Papers, B1460.

29 That at L'Anse Amour, once the property of Bird, provided for George Davis, a long standing local planter, 450 seals in 1850. Those on the Newfoundland Shore provided about the same. See "Fisheries Report", Newfoundland, *JHA*, 1849, 1851, 1858, 1859, 1869 and 1872, appendices.

30 The Fisheries Report of 1852 tells us each seal produces six to eight gallons of oil and along with the skin is worth about £1. Newfoundland, *JHA*, 1853, appendix.

31 Quintal is a traditional measure of fish equalling 112 lbs.

32 Although after the close of the salmon season the schooner was usually outfitted for a fishing voyage "to the westward" and subsequently Labrador.

33 For example, the bill of lading of the vessel "Emma" leaving Seal Islands for Lante on the 27 September, 1844 contained 800 quintals of shore fish (value 12/- per quintal) and 895 quintals of Labrador fish (value 10/- per quintal). (Shipping Invoices, 1844, Bird Papers, B1460.) Similarly Bird to Craze at Forteau and Lock at Seal Island in 1836 and 1837 suggest that between the two places they should be able to fill the chartered vessel with the guaranteed cargo of 1800 quintals

to the early settlers, although presumably all of it was sold or traded directly to the firm. Joseph Bird usually hired about 27 hands for the summer cod fishery at Forteau, about 15 to 20 at Seal Islands and about six or eight at Bonne Bay, where the cod fishery was of minor importance. Every winter he left a crew of between four to nine men at each place.<sup>34</sup> In 1836 he wrote to his agent at Forteau: "I think if you were to calculate on fitting out 6 boats next year, 2 hands each and to have 3 splitters shore crew besides cooks and...yourself making about 26-28 hands it would do".<sup>35</sup> At Seal Islands the normal summer crew consisted of his winter crew of about five men, along with the crew of the vessel he had chartered for the season (which brought out goods and provisions and would ultimately take the fish to market in the fall). In addition he usually sent down men from St. John's or Carbonear with one of the merchants who was involved in the Labrador Fishery at Seal Islands — usually six fishermen and maybe a splitter and carpenter.<sup>36</sup> Only the winter crew, not including the crew of the coasting vessel, were sent to Bonne Bay.

Originally all personnel would have been brought out from England for periods of two summers and a winter for wages or in the case of 'youngsters' for two and a half years to learn a trade. Bird referred to these direct employees as "servants".<sup>37</sup> By 1836, however, four different kinds of hiring practices were being used. In the first case, fishermen were hired for the summer only, by this time primarily from St. John's or Carbonear, normally on wages "by the 100",<sup>38</sup> although occasionally they were shipped for a share of the voyage. Letters in 1838, 1839 and 1840 from Bird to John Stabb, the St. John's merchant with premises at L'Anse au Loup, requested in each case Stabb "ship 6 fishermen by the 100" from St John's along with his own men;<sup>39</sup> they were in fact "shipped at

of cod and salmon. Any remaining cod and salmon (either in excess or not properly cured by the time the vessel left) would be sent to England at the end of the season with all the oil, fur, and seal skins in Bird's own vessel. (See Bird to Craze in Forteau, 13 May and 14 June 1836; and Bird to Capt. Lock at Seal Islands, 10 May 1836 and 10 July 1837, Bird Papers, B1460.) John Craze himself wrote Bird in 17 October 1842 that he had loaded 680 quintals of fish, 392 quintals of which came from one planter in Red Bay, aboard a vessel bound for Genoa. (Bird Papers, B1460.)

34 Craze to Bird, 27 October 1841, Bird Papers, B1460.

35 Bird to Craze, 6 July 1836; another on 2 July 1841 shows an operation of the same size, Bird Papers, B1460.

36 See, for example, Bird to his Seal Island agent, 7 June 1843, Bird Papers, B1460.

37 See, for example, Bird to John Craze, Forteau agent, 20 April 1838 and 18 April 1842, Bird Papers, B1460.

38 Nowhere is this defined, but it is commonly believed that it refers to the British measurement of a hundredweight of wet fish, or 112 pounds.

39 Bird to John Stabb, 16 March 1838, 19 April 1839, 15 April 1840, Bird Papers, B1460.

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5/- per 100".<sup>40</sup> A second method was to have shore crews shipped from St John's or Carbonear normally for the summer and on shares. So, for example, Bird wrote his Seal Islands' agent that "I have desired Mr George Forward to ship you...to Seal Islands one good splitter and one good cooper and salter to be shipped for the good of the voyage generally".<sup>41</sup> Yet another method was for Bird to recruit winter crews and shore men in England. These were always hired for longer periods, usually on wages, with Bird paying their passage out and home. In January 1837 Bird requested of Capt. Samuel Hicks:

to look out [in England] for a good carpenter and splitter, one who can repair the boats...and also a cooper, one who could do as skipper of the crew at Seal Islands the winter. Mr Craze [agent at Forteau] wants a good steady hand as a boats master and carpenter and splitter. Shall you hear of anyone who would answer you will learn the lowest terms he will go out for.<sup>42</sup>

Three weeks later, after hearing from Capt. Hicks, he wrote stipulating the terms: "If you thing [the cooper] capable of taking charge at Seal Islands the winter I will thank you to ship him, but I should not wish to give more than £40 for the 18 months and passage out and home".<sup>43</sup> Having failed to find a carpenter, in March Bird proceeded to write DeQuetteville in Jersey requesting him to ship him "a good splitter, who is also a carpenter, on wages for 18 months".<sup>44</sup> Finally, Bird had "one boat or two come and fish by the 100", or other planters fish on a share basis, or in return for provisions.<sup>45</sup> For instance, in 1841 the crew of the *Royal William*, Bird's own vessel, contained the Master and one other on wages and two local planters on a share basis.<sup>46</sup> Bird, in fact, obtained a great deal of fish in return for provisions, since by 1838 he needed about 100 planters to operate his fishing establishment.<sup>47</sup>

A detailed Fisheries Report for 1850, outlining the hiring practices of other merchants (especially the Jersey firms) in the Strait, identified various ways of hiring summer crews from outside the area. In the first instance, local fishermen (including those hired in the Bay de Chaleur or St. John's) were paid between 3s

40 Bird to John Craze, Forteau, 2 July 1841, Bird Papers, B1460.

41 Bird to Capt. Lock, 15 April 1837, Bird Papers, B1460.

42 Bird to Capt. Sam Hicks, 14 January 1837, Bird Papers, B1460.

43 Bird to Hicks, 7 February 1837, Bird Papers, B1460.

44 Bird to DeQuetteville, 18 March 1837, Bird Papers, B1460.

45 Bird to John Craze, Forteau agent, 6 July 1836, Bird Papers, B1460.

46 John Craze at Forteau to Bird, 27 October 1841, Bird Papers, B1460.

47 Bird to Craze, Forteau, 20 April 1838, Bird Papers, B1460.

9d and 5s per 100, out of which they paid for their own gear and provisions. In the case of Bouthellier, payment was made at his establishment in the Bay de Chaleur on their return, one half in cash and one half in goods. In the case of Stabb and Co. they were provided with money orders on the firm in St John's, with the value of provisions deducted from the sum due. The other method was for fishermen and shore crews from England or Jersey to be found everything by the merchant, including their passage out and home. In return they were paid a one third share of their catch (oil and fish), or 10s to 40s per month wages, depending on their experience. In addition, by 1850 "a large amount of fish" was secured from planters at about 9s to 10s payment in truck to be cashed at the merchant's store.<sup>48</sup>

It is clear then that the migratory and resident fishery continued to co-exist in the Strait of Belle Isle throughout the entire period of the 1820s to 1850s. It is also clear that the migratory fishery itself was changing and that it was no longer a monolithic structure involving only wage labourers from England but instead employed men from the other side of the Atlantic who were paid by means of a complex of cash, credit and truck arrangements. Equally, the contribution of local residents to this fishery changed from insignificant to major between the 1820s and 1850s. The permanent settlers came from the ranks of winter and shore crews recruited in Britain, and until the 1830s most of the winter crews were attached to merchant establishments. After 1830, however, many of these winter servants started to go on their own account and by 1838 much of Bird's seal and furring business was coming from planters living on the coast.

The transition from servant to planter can be seen in the fur account books. In the early years most of the furs were credited to Bird's own room, but gradually an increasing number of names of independent planters were credited with fur pelts. The first to appear was William Genge; his name occurred first in partnership with Bird (1824-1831), then alone, and then with his son's name. Other names appeared for the first time in the 1830s and 1840s, associated with either the Forteau or Seal Island's operation.<sup>49</sup> Similarly the letterbooks are replete with references to servants "going on their own account". In October 1839 Bird wrote his agent that "Dowding and Blatchford [are] going on their own account this Fall for certain" and in April 1841 "I see Benjamin Coombs...is going on his own account".<sup>50</sup> In all cases these individuals were members of Bird's winter crews.

48 "Fisheries Report", Newfoundland, *JHA*, 1851, appendix.

49 Buckle in 1834, and Davis in 1839 (Fur Account Book, Bird Papers, B1460). These men, in fact, established on their own account several years before the dates they first appear in the fur account, but then, furring was not a major activity. Davis operated initially as agent for Noble and Pinson at L'Anse au Loup in 1820 and then fished Bird's L'Anse à Mort post on shares, while Buckle was already established as an independent planter in 1808.

50 Bird to Samuel Thurman, agent at Seal Islands, 10 August 1839, and Bird to John Craze, Forteau agent, 20 April 1841, Bird Papers, B1460.

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Going on one's own account appears to have meant three things to these one-time servants: physical relocation away from the merchant sites; gaining access to fur, salmon and seal posts; and economic independence which meant providing one's own outfit, fishing independently, and selling the catch in return for supplies. The 1838 census of the Newfoundland West Coast shows that these first permanent settlers, while they had come originally to Labrador, ultimately settled in isolated places all along the coast — one family to a Bay — wherever seals, salmon or furs could be caught.<sup>51</sup> Likewise, on the Labrador side, permanent settlers, who had been at one time associated with Bird's Forteau operation, ultimately settled away from the merchant core at Blanc Sablon to Schooner Cove, either to the West or to the East, often at considerable distances. Only one was found in Forteau Bay and even he settled on a salmon river which he had acquired from an earlier planter and which had never been controlled by the British merchants. Thus it appears that the merchants did effectively monopolize property rights close to their main establishments, but could not extend their control for any distance, since residents were able to establish prior claims to the distant sites and demonstrate continued maintenance of them.

Acquiring access to the winter resources seems to have been critical in making the transition from servant to year-round settler. Initially the merchants 'owned' the seal and salmon posts from which the winter resources were derived. Rivers and salmon posts "were bought and sold like any other property".<sup>52</sup> For example, the finest salmon river on the Labrador side of the Strait of Belle Isle (Pinware) was considered the exclusive property of Noble and Pinson from 1791 and transferred by them to Stabb Row and Holmwood in a deed of sale registered at the Supreme court of Newfoundland in 1830,<sup>53</sup> which deed was then used as evidence when a local planter (William O'Dell, resident since 1826) contested their exclusive right to fish the river in 1862.<sup>54</sup> Even though the Supreme Court upheld O'Dell's claim, shortly after the same salmon fishery was sold to another local planter, Elworthy, for £150.<sup>55</sup> Seal fisheries were likewise seen as private property. Gradually settlers acquired similar property rights. Genge, by his own account, had fished with his family "the most productive salmon fishery on the West Coast" since the 1760s and he believed his prior possession and continued

51 "List of Inhabitants on the Western Shores of Newfoundland", 1838-1839, C.O. 194/101.

52 Bird to Henry Ellis at Bonne Bay, 26 March 1840 and 2 May 1842, and Bird to his Forteau agent, 29 April 1839, Bird Papers, B1460. "Fisheries Report", Newfoundland, *JHA*, 1848, 1857 and 1864, appendices.

53 "title deeds...the mesuages, tenements, buildings, cellars, fisheries, lands, heredities and premises...situate at Lanse au Loup, Saint Modest and Pinware", July 1830, "Fisheries Report", Newfoundland, *JHA*, 1857, appendix.

54 "Fisheries Reports", Newfoundland, *JHA*, 1863 and 1865, appendices.

55 "Fisheries Report", Newfoundland, *JHA*, 1869, appendix.

use gave him *de facto* 'ownership': he was most aggrieved when the French fishing admirals took it away from him in 1847.<sup>56</sup> From the 1830s to 1850s Genge was responsible for attracting "English 'youngsters' coming out to Labrador...to the long low strand across the Strait", where he employed them, allotting "to each a section of coast he wished him to hunt".<sup>57</sup>

Disputes over rights to seal and salmon fisheries were numerous. Most were between merchants and settlers, but some were between settlers. As late as 1848 the fisheries inspector remarked in relation to two such disputes, that such "questions [of ownership and access] bear gravely upon the interest of so many settlers".<sup>58</sup> For example, in 1838 Bird was involved in a dispute over the seal fishery at Western Point, Forteau with a long-standing local planter. The issue seems to have revolved around whether Bird had staked out the fishery before the planter's arrival, and on whether he had then continued to fish it and therefore keep up his right. Bird assured his agent: "You having marked the place according to custom, I have no doubt you have a right to the place". The issue seemed sufficiently important for him to threaten court action in St. John's.<sup>59</sup> In 1842 he was involved in a dispute over a salmon post near Bonne Bay with another planter with whom he had "parted company". Once again the issue revolved around securing and maintaining ownership: "to prevent any future steps to be taken by Samuel Dicker you will put out an old net for a day or two at Howes(?) Point. It would settle any claim being made by any one. If done annually it would be better". Bird even went so far as to suggest that: "should Sam Dicker oppose you, you will remain and knock out his moorings or take up one of his nets. If he puts a net before you, you can put another net before him".<sup>60</sup>

In most cases, however, such property rights did not end up in disputes, as Bird willingly entered into agreements with his planters over access to these fisheries. In some cases he sold the fishery in return for the guarantee of the catch although, even in these cases, he seems to have considered himself the rightful owner, able to break the agreement if the planter did not sell him the produce:

Wolfe informs me Chas. Paine senior wishes to purchase Brooms Point. I think you had better let him have it at the price I gave for it to A. Short. Tie him down by a written agreement witnessed that he is to let me have her voyage each year and in the event of his disposing of it to another party I shall be at liberty to take possession of it again by repaying him the money he gave for it.<sup>61</sup>

56 "Fisheries Report", Newfoundland, *JHA*, 1848, 1857 and 1864, appendices.

57 J.T. Richards, "The First Settlers on the French Shore", p. 18.

58 "Fisheries Report", Newfoundland, *JHA*, 1849, appendix.

59 Bird to John Craze, Forteau agent, 10 April 1838, Bird Papers, B1460.

60 Bird to Henry Ellis, his Bonne Bay agent, 13 April 1842, Bird Papers, B1460.

61 Bird to Henry Ellis, 26 March 1840, Bird Papers, B1460.

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Bird disposed of several other seal and salmon fisheries to local planters, with whom he had long standing dealings, in return for the guarantee of the catch: the seal fishery at L'Anse à Diable in 1838, the salmon fishery at L'Anse à Mort in 1839, and the seal fishery at Wiseman's Cove in 1841.<sup>62</sup> At other times Bird seems to have preferred to "rent" the fishery to a settler for a share of the catch, as with Buckle at Western Point. His initial plan for L'Anse au Diable was to fish it on a share basis: "you will let anyone have nets to fish it either on the share or on their own account, they paying so much for the nets and return them in good condition or pay for repairing".<sup>63</sup> Likewise in 1842, one year after the dispute over Western Point, Craze, Bird's Forteau agent, let "Buckle have 1/2 Clairs Cove [another seal fishery]...one half to be taken from your store".<sup>64</sup> Once again Bird was anxious to make it clear that he had "not given up the right to the part place" but only agreed to let them part fish the place.<sup>65</sup> In these ways Bird effectively maintained control over suppliers and produce by maintaining customary property rights to the sites from which these resources could be caught, either by allowing some one to fish the berth — he finding equipment and gear, but guaranteeing Bird the catch in return for the right to use the berth — or by finding the gear and equipment but not the men, in return for a share of the voyage.

The last aspect of going on one's own account involved a fundamental change in the economic relationship between fisherman and merchant. For labour it meant a transition from being a servant hired on wages to being a resident who owned his own equipment and sold his fish to the merchant. This was accompanied by a change in the form of payment, from a cash wage for a specified period of a contract (£40 for 18 months, in the case of the cooper Bird hired through Capt. Hicks) to "truck" pay (a cashless barter of fish, salmon, seal oil, and furs for shop goods such as food and other supplies). Most planters acquired goods and provisions from Bird's store on credit in the spring in return for a guarantee that they would sell all their summer's produce to him in the fall. They had to accept the price placed on the produce by the local agent as well as the inflated price of supplies in the shop. While theoretically the produce at the close of the season was supposed to cover the cost of supplies more often than not the planter went into debt, thereby becoming dependent on the merchant. Winter credit was extended on the assumption that produce from sealing and furring over the winter would cover these accounts the following year. If this did not happen over a period of years, or if planters dealt with another merchant in whole or part in

62 Bird to John Craze, Forteau agent, 18 April 1838, 29 April 1839, 27 October 1841, Bird Papers, B1460.

63 Bird to Craze, 6 July 1836, Bird Papers, B1460.

64 John Craze to Bird, 27 October 1841, Bird Papers, B1460.

65 Bird to Craze, 18 April 1842, Bird Papers, B1460.

order to ensure some winter supplies, then Bird would refuse to supply them over the winter.

The nature of the personal accounts held by resident planters differed in size and character from those of servants. Even the servants had their food and other provisions deducted from their wages, but the accounts of resident planters included much larger debits for food and supplies to cover them, their families and their "crew". All accounts of settlers mentioned in the 1838 census were active in Bird's accounts in the season of 1839-1840 and their average balance left on the books at the end of the season was about £31 while that of men not listed as residents was a little over £6.<sup>66</sup> The transition, however, did not occur overnight, but evolved slowly through changing degrees of cash, credit and truck. Moreover, the letterbooks suggest that the transition was not imposed upon the residents by the merchants as Sider claims.<sup>67</sup> In most cases the break appears to have taken place at the settlers' initiative rather than vice versa. The case of Benjamin Coombs is illustrative. Benjamin Coombs was initially hired by Bird in 1836, aged 19, as a cooper for his Bonne Bay room. In 1838 he went to Forteau to fish, returning to Bonne Bay as cooper for the winter. In 1841 Coombs along with another planter purchased the seal fishery at Wiseman's Cove from Bird's agent and later that year Bird suggested that as he was "going on his own account you had better settle with him before he leaves".<sup>68</sup> Soon after the two went "to Whale Cove about 7 miles to the eastward, the proceeds of the place they have secured to you for five years and the outfit to be taken from you chargeable to B. Coombs".<sup>69</sup> This hardly seems to have been at Bird's request. There is considerable evidence that, far from encouraging this transition, Bird, in fact, tried hard to hold onto his best employees, preventing them from returning home to be shipped by another merchant or remaining and dealing with someone else.<sup>70</sup> As early as 1838 Bird was complaining that he could not depend upon residents to fish for him.

The underlying reason why servants chose to become independent fishermen revolved around their desire to become settlers and hence demographically as well as economically self-reliant. All Bird's employees were single males. Even his agents were not allowed to marry. As females became available on the Coast (either the daughters of the very few earliest resident planters, or increasingly daughters of stationer families from Conception and Trinity Bays who visited

66 Personal Ledger for Bonne Bay and Forteau, Bird Papers, B1459.

67 Sider, *Culture and Class in Anthropology and History*, pp. 19, 147.

68 Bird to John Craze, Forteau agent, 20 April 1841, Bird Papers, B1460.

69 John Craze to Joseph Bird, 27 October 1841, Bird Papers, B1460.

70 Bird to Craze, 7 April 1837, 18 and 20 April 1838; Bird to Samuel Thurman, 17 April 1839, Bird Papers, B1460.

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the Coast each summer to the east of the merchant establishments), the desire of these young men to settle down became stronger. But they could not do so and remain in the direct employ of the firm (which paid their room and board) nor if they were forced to return home at the end of a contract. All the first settlers recorded in the 1838 census of the French Shore were married with families. Moreover, oral tradition suggests a strong desire on the part of these settlers to be "their own Masters". One letter is particularly revealing. In an attempt to decide how he should operate his Bonne Bay Room in 1838, Bird argued that one planter "having a wife and family" could fish Lobster Cove "on his own" in return for the catch, while another planter, being single, could "ship on the Room". Bird added: "I suppose he would not like it after being a planter so long".<sup>71</sup> At the same time Bird was quick to recognize the advantages of using resident planters rather than keeping up a large fishing establishment. As early as 1836 he wrote his agent at Forteau suggesting he keep a smaller crew since "the extra provisions could then be sold to produce fish, oil, fur or salmon, as I would prefer keeping a small fishery establishment and supply two or three good safe planters".<sup>72</sup> He made the same point in 1841: "What I wish is to have a few fixed planters whose voyage we can depend upon and who look to us for supplies".<sup>73</sup>

The letterbooks clearly show why Bird felt this way. Hiring good shore crews and even ensuring an adequate supply of local fishermen was the main problem. Servants in England were very hard to find<sup>74</sup> and crews hired in Jersey, St. John's or Carbonear came too expensive. As early as 1837 Bird was complaining constantly: "I have not been able to get a good hand either a cooper, splitter, or carpenter. They are not to be obtained here".<sup>75</sup> His ultimate conclusion was that "the plan of sending out youngsters for the summer would answer if we could get them here, but that we cannot do and paying DeQuetteville and Co. would make them come very expensive".<sup>76</sup> In another letter he pointed out that "passengers from St John's come too expensive. They charge 30/- per man and their wages are too high; 15/- passage and a fortnights provisions for each man".<sup>77</sup> Sider seems to have been quite correct that "labour could not be brought out from England in sufficient quantity on other terms" than a guaranteed wage.<sup>78</sup> Indeed

71 Bird to Wolfe at Bonne Bay, 21 April 1838, Bird Papers, B1460.

72 Bird to Craze, 6 July 1836, Bird Papers, B1460.

73 Bird to John Craze, Forteau agent, 4 April 1841, Bird Papers, B1460.

74 See Bird to John Craze, 7 April 1837, 18 and 20 April 1838 and 2 May 1842, Bird Papers, B1460.

75 Bird to Craze, 7 April 1837, Bird Papers, B1460.

76 Bird to John Craze, 20 April 1838, Bird Papers, B1460.

77 John Craze to Bird, 17 October 1842, Bird Papers, B1460.

78 Sider, *Culture and Class*, p. 48.

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Bird was even prepared to pay higher wages to retain especially reliable hands.<sup>79</sup> For instance, in 1839 he instructed his Seal Island's agent to pay as much as 30/- to 40/- more per year to one man in order to entice him not to go home.<sup>80</sup> On the other hand, Sider is wrong to suggest that the residents had "few options", since Bird complained in the same letter that "The plan of trusting to planters for 100 men we now see will not do".<sup>81</sup>

Another reason for Bird's willingness to make the transition from servant to resident fishery was that he came to feel that it was not economic to operate winter crews on wages. They had to be kept the entire winter just to fish a salmon river in the spring or a seal fishery for two brief periods in the winter and spring. Even fur trapping had become no longer cost effective when carried out by his own crews.

In looking back to the sealing voyages for the last two or three years I find for all places we get about 400 seals. For these seals we have the expenses of a frame [and crews] at Wisemen's Head and another at Western Point and sometimes at Clairs Cove. The seals cannot cover the expenses.... If you can get some people to take it [Wisemen's Head] off your hands do it.<sup>82</sup>

The following year the economics were even more unfavorable, partly because the craft had been lost. Craze sold the fishery on the grounds that the repairs were too expensive, the location very inconvenient, a crew had to be kept the entire winter, and there was no experienced hand to put in charge since Coombs had gone on his own account.<sup>83</sup> Similarly Bird became very dissatisfied with the productivity of the winter crew at Seal Islands. "The crew does nothing at present after the seal fishery is over but go in the woods to their winter house and cut firewood", and on another occasion he questioned "how is it they get no fur there the winter?"<sup>84</sup>

A related problem was Bird's inability to control the productivity of his workers. By guaranteeing a wage for an 18 month contract (as in the case of servants from England) or by the month (as in the case of employees hired in Newfoundland) Bird carried the entire risk of a bad season and could not ensure that his workers would earn their keep. His initial solution was to get residents

79 For example Bird to Craze, Forteau agent, 7 April 1837 and 20 April 1838, Bird Papers, B1460.

80 Bird to Samuel Thurman, 17 April 1839, Bird Papers, B1460.

81 Bird to John Craze, 20 April 1838, Bird Papers, B1460.

82 Bird to Craze, 20 April 1841, Bird Papers, B1460.

83 Craze to Bird, 27 October 1841, Bird Papers, B1460.

84 Bird to Thurman at Seal Islands, 17 April 1839 and to Wm. Wolfe at Seal Islands, 7 May 1840, Bird Papers, B1460.

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and his Newfoundland hired employees to work for a share of the voyage: "They being interested in the voyage will always exert themselves more than servants on wages".<sup>85</sup> With respect to the seal fisheries at Clairs Cove and Western Point Bird actually spelt out how operating the seal fishery on shares was more economical than fishing it using his own crews:

From what we have done at Western Point...it would be better to get some person to fish it on the share, we finding the craft or share of the craft...and one or two hands and to have a certain share after the voyage for myself and the person fishing the berth to have the other part. According to our present plan we have so many extra hands the winter [nine] to carry it on and the spring we find it interferes with the cod fishery.<sup>86</sup>

Indeed the whole process of adaptation from a fishing operation conducted, by employees to an import/export industry carried on predominantly by planters involved in the first instance an increasing tendency to employ people on a share basis, whether they were ultimately paid in wages or in provisions, or in some combination of both. For instance, in 1836 Bird recommended to his agent at Forteau that should he have more provisions than required by his employees "in the Fall you can get some men to fish for seals on the share, you can fit them out in return for their catch".<sup>87</sup> Similarly the following year at Seal Islands he suggested to his agent that "should you have provisions...sufficient I would get some hands to try a sealing berth on the share".<sup>88</sup> And again after two of his most faithful winter employees at Seal Islands had gone on their own account he recommended "should you not be able to fit out a winter crew...perhaps you may be able to let out the craft to some of the people to fish our berth on the share".<sup>89</sup> Even the fishermen hired for the summer, Bird came to feel, were more profitably shipped "on the share" since they would be more inclined to try harder.<sup>90</sup> In order to control leakage at the other end of the business (provisioning), Bird increasingly castigated his agents to do less and less for cash or bills of exchange and more and more in 'truck'. This is well displayed in Bird's annual instructions to his agent at Forteau.<sup>91</sup> By 1842 the tenor of his letters was adamant: "you will not

85 Bird to Craze, 18 April 1842, Bird Papers, B1460.

86 Bird to John Craze, Forteau agent, 10 April 1838, Bird Papers, B1460.

87 Bird to Craze, 6 July 1836, Bird Papers, B1460.

88 Bird to Capt. Lock, 15 April 1837, Bird Papers, B1460.

89 Bird to Samuel Thurman, agent at Seal Islands, 10 August 1839, Bird Papers, B1460.

90 See for example Bird to Craze, 2 July 1841, "There is no doubt if they were shipped on the share we would not have so small a sum of fish". Also to Capt. Lock, 15 April 1837, Bird Papers, B1460.

91 In 1836 "You will not of course purchase for bills if you can purchase for goods", or in 1837 "you

purchase any fish unless the payment be made in goods. You will not purchase any and pay cash for it as last year".<sup>92</sup>

In other words there was not an immediate transition from servant to truck but a gradual process of evolution for fishermen from a guaranteed monthly wage, to wages on the basis of their catch, to wages paid in part in provisions. For more permanent employees the transition was from servants paid a guaranteed wage, to independent planters acquiring access to winter resources by fishing one of Bird's fisheries on a share basis (in some cases in the early years Bird providing the gear) but guaranteeing Bird the catch. These arrangements appear to have been mutually beneficial rather than forced, each side reacting and responding to changing conditions resulting from increased numbers of settlers. For the merchant they represented a solution to two problems: insecurity of supply of labour and conflicts and competition between migratory fishery and settlers for access to the resource. For the settler they represented a way out for the man who wanted to marry and settle. There was no radical or wholesale changeover but a gradual evolution involving a complex admixture of economic relationships.

The nature of payment and exchange with planters also seems to have been more complex than Sider suggests. The shortage of settlers meant that the earliest planters also had in turn to depend upon imported labour. They sent to England in the Fall for "youngsters" to be shipped by way of Joseph Bird in the following Spring, usually for two and a half years or longer. It was up to the planter to pay the passage out and the cost of provisions required on the journey.<sup>93</sup> In 1841 Ellis, at Bonne Bay, enclosed a list of orders for Bonne Bay and Bay of Island planters which included youngsters for two of them.<sup>94</sup> Similarly John Chapman, at Jersey Harbour, Fortune Bay, enclosed the orders for planters in that Bay, four of whom requested youngsters to be shipped for two and a half or three and a half years. The amount sent to cover their expenses and passage was in each case £11.<sup>95</sup>

There were, in fact, two rather different types of relationship between Bird and his planters. The larger and longstanding planters and those who also served as middlemen supplying other residents, sent home their furs and seal oil on the same vessel as Bird in the fall, but paid their share of the freight and insurance. They had to wait until the produce was actually sold to be credited with its value,

will get what quantity of [oil] you can for *truck*, do not purchase for bill alone", or in 1838 "where you can purchase cod oil for provisions or goods do so but do not purchase any for bills". Bird to Craze, 6 July 1836, 21 April 1837 and 22 June 1838, Bird Papers, B1460.

92 Bird to Wm. Wolfe, agent at Seal Islands, July 1842, Bird Papers, B1460.

93 See for example Bird to John Craze, 2 July 1841, Bird Papers, B1460.

94 Ellis to Bird, October 1841, Bird Papers, B1460.

95 John Chapman, Fortune Bay, to Bird, 16 December 1841, Bird Papers, B1460.

less a handling charge in the order of five per cent.<sup>96</sup> At the same time, they placed an order with Bird for supplies for themselves or, in the case of petty traders, for their store, to be brought with Bird's own supplies in the spring.<sup>97</sup> Clearly Bird carried no risk: "annexed you will receive the account of your oil per *Lady Rowley* which I do not expect will prove satisfactory, but I trust you will believe I done the best for your interest.... By the *Bolivia* you will also receive the goods according to order".<sup>98</sup> Following a bad season, Bird knew that "many of the Planters will find their goods short of the order.... I shall only send them so much goods as they have cash in my hands here to pay for".<sup>99</sup>

Most planters, especially the smaller ones, operated very differently and in a manner more traditionally recognized as the truck system. They would sell their produce directly to Bird — accepting the value placed on it by the local agent — and buy their supplies from Bird's store at inflated prices, on account. In the spring the merchant would advance the goods and provisions necessary to outfit them for the summer on credit. It is not clear whether a price was set on the goods at this point. In return, in the fall the fishermen sold all their catch to the merchant at a price to be determined by him. At the close of the season the books were balanced. If there was a debit left on the books, the issue for the merchant was whether to extend further credit in order to keep the planter over the winter. For the planter, the issue was whether to sell some of his produce to another merchant to secure winter supplies and hence risk being cut off by Bird. It is quite clear that the merchant had a lien on the produce of any planter up to the amount of the unpaid account. In May 1836 Bird instructed his Seal Islands merchant to accept salmon from the planters in payment "to be held until January 1837 in case of claims from other merchants".<sup>100</sup> It is also quite clear that the planters could and often did hedge their bets by dealing with several merchants and with the traders to ensure they would have supplies for the winter. In so doing they ran the risk, in a bad year, of Bird refusing them winter supplies and having no produce to barter with another merchant. Moreover, far from

96 According to the Fur Account for 1834, for example, Bird paid the planters for their Beaver £185 19s 0d while he received from Wm. Row, following their auction in January, £201 15s 6d, after paying Row a commission of two and one half per cent. Out of this he paid £5 15s 9d brokerage and other expenses and charged £10 0s 9d commission. On the remaining furs sold in March Bird received £793 10s 8d and charged a further £44 10s 0d (5 per cent) commission. (Fur Account for 1834, Bird Papers, B1460.) It would appear that fish was normally sold directly to Bird rather than sent on account, probably because it was usually sent directly to market and therefore could not be kept separate.

97 For example, Ralph Brake & Son of Bay of Islands to Bird, 15 August 1841, 20 August 1842, and 20 August 1843, Bird Papers, B1460.

98 Bird to George Davis, L'Anse à Mort, 10 April 1839, Bird Papers, B1460.

99 Bird to Wm. Hy. Ellis, Bonne Bay agent, circa April 1840, Bird Papers, B1460.

100 Bird to Capt. Lock, bound for Seal Islands, dated 10 May 1836, Bird Papers, B1460.

fixing a price in collusion with other merchants, as Sider suggests, Bird had to compete against the Jersey merchants and increasingly St. John's and Halifax prices.<sup>101</sup>

With the larger planters, who were really middlemen, Bird carried little risk as he had the money in his hand before sending out supplies (and youngsters), while the planter had the advantage of receiving usually higher prices for his produce and paying somewhat lower prices for his supplies. The only product for which comparison can be made between the price paid on the coast and the price received the following season after all expenses had been deducted, is fur: the difference was about 15 per cent.<sup>102</sup> The inventory and accounts show that the annual mark up on supplies sold in Bird's store was in the order of 25 per cent.<sup>103</sup> Unfortunately for Bird, however, these larger planters were not sufficiently numerous for him to operate on their business alone. Nor were there enough good local small planters who could be relied upon to deal exclusively with Bird and not fall too heavily into debt.

Bird began to experience two problems of control: one over his planters, the other over his own agents. He found it more and more difficult to compete against the growing number of traders operating out of Halifax and later St. John's who offered lower prices for supplies and cash for produce, and hence enticed many of Bird's planters away from him in good years. In bad years they simply did little business, while Bird found himself carrying an increasingly large amount of credit. The problem of traders was most pronounced on the West Coast: "As business is now slow as so many traders running along shore...giving such high prices for their voyages and getting the voyages...after we have been crediting the parties the whole year".<sup>104</sup> A subsequent letter to his agent at Forteau goes a little further in explaining the problem:

The traders I know credit in the Spring but then they get their payment in the Fall, whereas I speak of balances that stand over the year. The planters expect us to give them the same price as the traders and also a year or two's credit. At Carbonear and Harbour Grace where credit is given the merchants charge for provisions much higher and give less for produce.<sup>105</sup>

101 See, for example, Bird to Capt. Lock, 14 June 1836, Wm. Wolfe at St John's bound for Seal Islands to Bird, 19 April 1843, Bird Papers, B1460.

102 Fur Account book, Bird Papers, B1460. In 1844 the book price on the coast was £1494 13s 0d, while the fur account price after expenses was £1722 16s 3d.

103 Invoice and selling price of inventory carried at Bird's stores in Forteau, Seal Islands and Bonne Bay between 1838 and 1844, Bird Papers, B1459.

104 Bird to Henry Ellis, agent at Bonne Bay, 24 July 1840. Similar comments are contained in a letter from his Forteau agent concerning Bonne Bay, 27 October 1841, Bird Papers, B1460.

105 Bird to John Craze, Forteau agent, 18 April 1842, Bird Papers, B1460.

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Bird's solution was "to do little or nothing on credit, excepting those whom you regularly supply. This will sometimes require a little credit. But as for those who let their voyage go to the traders you will endeavour to get in the amount due from them, but let nothing go to them but what they pay for."<sup>106</sup> When even this restricted credit policy failed to prevent increasing indebtedness he commanded his agent to keep "a good locked up store for our own use" and "let a planter fish the Room on a share basis"; then keep a crew "in the sloop cruising the summer, somewhat like the traders, between Bay of Islands and Forteau, [which] could also go for [our regular planters] Goddard, Gould, Coombs".<sup>107</sup>

Nevertheless, in order to acquire the same amount of produce as in the past, the agents were forced to extend more and more credit. The amount due from people (excluding servants as there was a portion of wages due to them against their debt) had increased from £250 in 1835 to £700 by 1840.<sup>108</sup> As Table One shows the balances due, according to the ledgers on all three establishments, had increased tenfold. The problem was particularly pronounced at Bonne Bay and to a lesser extent at Seal Islands, where Bird seemed to have particular problems controlling his agents:

As you have more provisions than I ordered you will not purchase any fish unless the payment be made in goods. You will not purchase and pay cash for it.... Should you have more provisions in the Fall than may be wanted for your winter crew, will you not be able to dispose of it to your men in lieu of paying them the whole of their wages in cash or bill. If so you can take it for them to St. John's.<sup>109</sup>

Bird's ultimate solution was to end the credit system entirely by extending no winter supplies. Indeed, by 1842 "all parts of the coast is adopting the no credit system more or less"<sup>110</sup> A letter in 1839 from one of Bird's old planters at Old Perlican, Trinity Bay, where the Ship Fishery was now defunct, suggests that this development was most feared by settlers as it left many planters in a desperate plight, especially when the fishery was a failure. A bad fishery last year and "the alteration of the system of conducting business by the merchants...[mean] it is now very difficult for poor dependent planters to get supplied by them".<sup>111</sup> And so Bird first closed his Seal Islands' operation (1843) and then his Bonne Bay

<sup>106</sup> *Ibid.*

<sup>107</sup> Bird to John Craze, Forteau agent, 21 April 1837, Bird Papers, B1460.

<sup>108</sup> Bird to John Craze, 4 April 1841, Bird Papers, B1460.

<sup>109</sup> Bird to Wm. Wolfe at Seal Island, July 1842, Bird Papers, B1460.

<sup>110</sup> Bird to Craze at Forteau, 2 May 1842, Bird Papers, B1460.

<sup>111</sup> John Antler, New Perlican, Trinity Bay, to Bird, 29 May 1839, Bird Papers, B1460.

Table One

*Yearly Balances due on Bird's Three Establishments*

Year	Balances Due	Year	Balances Due
1832	£ 99.10.10	1837	£ 725. 4. 3
1833	£339.17.00	1838	£ 690. 0. 6
1834	£ 52.13.11	1839	£1113.13. 6
1835	£360.1.10	1840	£1426.13. 3
1836	£521.17.5		

Source: Valuations of Inventory, Bird papers, B1460 and 1461.

operation (1845) and concentrated on Forteau.<sup>112</sup> The letter books give no indication of what might have happened to the business after 1844, nor why the records suddenly came to an end.

It is clear that by the 1840s the transatlantic nature of the business had collapsed, and the firm was finding most of its fishing and shore crews on this side of the Atlantic (St. John's, Carbonear and Bay de Chaleur), and purchasing more and more of its supplies in Halifax and St. John's. Increasingly management was transferred to St. John's and ultimately devolved onto the local agent; the winter operation was entirely carried on by independent planters, and the retail store side of Bird's operation likewise folded. The last specific reference to Bird at Forteau was in 1848, although the name of Wm. H. Ellis, who replaced Craze as agent for Bird in 1844, appears for another 20 years.<sup>113</sup> Likewise the business

112 Bird to Wm Wolfe, agent at Seal Islands, July 1842, 7 June 184, Bird Papers, B1460. Also see J. Mannion, "Settlers and Traders" in *The Peopling of Newfoundland* (St. John's, 1977) and "Fisheries Reports", Newfoundland, *JHA*, 1851, appendix.

113 "Fisheries Report", Newfoundland, *JHA*, 1849, appendix. From 1850 onwards, only Ellis' name appears, with no reference to him being an agent, even though all other businesses were referred to by the name of the merchant in the event that the local agent was not the owner. "Fisheries Report", Newfoundland, *JHA*, 1851, 1852, 1857, 1859, 1862, 1866, 1867, 1868, 1869, 1872, 1875, 1876, appendices. In 1850, we are told that Wm. H. Ellis "fits out from Newfoundland to carry on business in Labrador", and that in 1852 he is "at present a resident of St Johns". In 1871 we learn that his son, who has been running the operation since about 1860, is "the principal English inhabitant", who has been fishing at Forteau for 26 years. All references to Ellis' operation suggest that it was wholly based upon the cod fishery. See "Fisheries Reports", Newfoundland, *JHA*, appendices for the respective years.

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dealings of Stabb, Row and Holmwood, the other English firm on the coast, were (throughout the period of the letterbooks) conducted from St. John's: all supplies and personnel came from there from the late 1830s onwards. In 1867, when the fishery had been very poor for several years, it was reported that "the old English mercantile establishments at Labrador have of late contracted their business".<sup>114</sup> By 1871 Stabb and Row had sold out to a major Newfoundland fishing firm, Job Brothers, whose headquarters were in St. John's, and Ellis followed suit shortly thereafter.<sup>115</sup>

The Jersey firms maintained their business by continuing to bring out large crews of fishermen to conduct the summer cod fishery, transporting the catch directly to market from the coast at the end of the season.<sup>116</sup> Because of their control over marketing directly to Europe, the Jersey firms also managed to ensure that a large number of planters continued to 'sell' their fish to them in return for goods and supplies. Most of the planters east of L'Anse au Loup sold their fish to the Jersey houses, where they got 9s and occasionally 10s per quintal in truck in the 1850s.<sup>117</sup> Ultimately, however, the scale and inflexibility of this operation was their undoing. After several successive failures of the fishery, one Jersey House lost £5000 in 1868 and three branches of these large houses actually closed.<sup>118</sup> While the Jersey houses recovered somewhat when the fishery revived in the 1870s, they all ultimately collapsed with the 1873 crash of the Banque Union in Jersey, partly brought about by DeQuetteville's losses in Labrador.

The Strait of Belle Isle ceased to be the centre of a thriving British commercial empire tied into a network of commercial links which extended as far afield as the markets of southern Europe and the West Indies, the homes of the West Countrymen and Jersey Islanders who had provided labour, and the ports of Britain, New England, Nova Scotia, Quebec and Newfoundland whence had come supplies. After 1850, it was tied more to east coast Newfoundland, Halifax and the Bay de Chaleur. The sphere of the merchant emporium contracted and the southern shore of the Strait of Belle Isle was almost cut off. After the 1880s, with the rise of local intermediaries on the coast, the Strait declined into a quiet commercial backwater.

114 "Fisheries Report", Newfoundland, *JHA*, 1868, appendix.

115 "Fisheries Report", Newfoundland, *JHA*, 1872, appendix.

116 Even DeQuetteville was forced by the 1850s to recruit crews in Gaspé, the Magdalen Islands and even St John's. "Messrs DeQuetteville...employ a large number of men. Formally they brought all men from Jersey, but finding this too expensive they have been getting them from Gaspé recently, but these have been troublesome, so last year [1865] they employed a number of Newfoundland fishermen and again this year". "Fisheries Report", Newfoundland, *JHA*, 1867, appendix.

117 "Fisheries Report", Newfoundland, *JHA*, 1851, appendix.

118 "Fisheries Report", Newfoundland, *JHA*, 1869, appendix.

How far can this study be seen as applying to the rest of Newfoundland? The Strait of Belle Isle has for one hundred years represented one of the more traditional and isolated centres of the inshore resident fishery, where Sider's thesis should best apply. Savage Cove, the site of one of the ethnographic studies that Sider relies upon, is located in the Strait of Belle Isle, on the Newfoundland side. But that shore was always more removed from the centre of merchant activity on the Labrador side, and after 1850, the starting point of the ethnographic study, became entirely cut off. The Labrador side of the Strait of Belle Isle was, in its time, the heart of a thriving West Country and Jersey merchant emporium, very similar, presumably, to that which once operated on the Old English Shore and several of the Jersey firms were themselves transplanted to this location in the face of settlement in their Newfoundland locations. On its shores were demonstrated two different ways the Ship Fishery adapted to the growth of settlement. One was to retreat to a new frontier in the face of settlement and continue a migratory fishing operation as the Jersey firms seem to have done. The other was to adapt one's operation in the face of settlement to a resident fishery in which the merchant becomes supplier and exporter. It was this strategy that most West Country merchants adopted on the Old English Shore and to which their successors in the Strait of Belle Isle likewise resorted almost a century later. The Strait of Belle Isle is different from much of the rest of Newfoundland in that, being so far north, the cod fishery was much shorter and supplementary resources of salmon, seals and fur much more important. These in turn had a significant impact on the viability of merchant and settler alike, on the merchant's ability to control access to the resource base, and ultimately on the nature of the transition from migratory to resident fishery. This case, therefore, is perhaps representative of the general problem faced by ship merchants elsewhere in Newfoundland in the early phases of settlement, but also shows that there are local and regional adaptations.

What do the Strait of Belle Isle and the papers of Joseph Bird contribute to the three aspects of Sider's thesis about the transition from migratory to resident fishery? There is no evidence whatsoever that Bird opposed permanent settlement although he did attempt to control it through ownership of property rights. Within six years of British ship merchants first establishing on the coast of Labrador they had persuaded the British Government to recognize their landed property rights and thereby laid the basis for permanent settlement and the ultimate recognition of settlers' property rights. In so doing they sowed the seeds of their own demise. Nowhere in the letters of Bird is there any reference to his antagonism to settlement; indeed, by 1836 he was clearly recognizing the economic advantages of a business carried on by local residents whom he supplied as opposed to one where he bore all the costs and risks of employing his own large labour force. This advantage was most pronounced with respect to the complementary winter resources. The issue seems not to have been one of simple opposition to settlement, but how to maintain control over the fishery while

encouraging settlement.

This issue is linked to the second of Sider's hypotheses. Sider has clearly pinpointed what the central issue is, but he has tended to explain it in somewhat erroneous and simplistic terms. That the transition from a fishing business to a resident fishery did occur in the face of settlement is beyond dispute; that it ultimately entrapped the fishermen in a cashless truck system is also largely supported by the evidence from Joseph Bird's operation, if a gross simplification of a long transitional process. To go on to assert that it represented a loss to the fishermen, which had to be forcibly imposed by the courts, seems much less clear. The transition from wages to truck was a slow one involving several stages, all co-existing over at least 30 years (of wages to credit to truck, and from servant, through shares, to resident producer). Far from being forced, the settlers took the initiative for 'going on one's own account', although Bird seems quickly to have recognized the economic advantages of allowing residents to assume much of the risk of production. It certainly seems, as Sider claims, that "labour could not be brought out from England in sufficient quantities on other terms" than a guaranteed wage.<sup>119</sup> But, if "Newfoundland residents had fewer options",<sup>120</sup> Bird was equally unsuccessful in depending upon planters to fish for a wage, and it is not true that they were *forced* into a dependency on truck. In fact, both fishermen and merchants had something to gain from the transition. The settlers gained demographic and a measure of economic "independence" while the merchant increased his control over the returns of the fishery and lowered his risks.

Indeed this transition is best seen from the merchant's perspective as an issue of maintaining control and reducing risk in the face of local change. By the 1830s Bird was clearly experiencing severe labour shortages: the costs and reliability of securing employees had become a major problem. Equally the costs and ability to control the productivity of his labour force were, in light of the availability of resident producers, becoming less tolerable. He attempted to maintain control over his planters or 'dealers' by retaining some measure of property rights to the winter resources, all of which had to be prosecuted from land bases, and by entering into share arrangements with residents. The development of truck seems to have been more a response to leakage, and therefore lack of control, at the other end of the system, namely competition from other buyers, particularly Halifax and St. John's traders.

Finally, Sider's proposition that the merchants wiped out the independent planters or byeboatkeepers that emerged in the 19th century seems totally unfounded. Bird carried no risk and a secure if small profit with respect to these

119 Sider, *Culture and Class*, p. 48.

120 *Ibid.*, p. 19.

middlemen and, therefore, had no interest in seeing them 'wiped out'. Indeed, in areas such as the French Shore, where Bird himself could not operate on any scale due to his dubious legal status, these middlemen played an important role in supplying produce and buying supplies and youngsters through Bird. Circumstantial evidence, such as the timing and circumstances of their waning economic fortunes, seems to indicate that their disappearance was linked to the ultimate demise of the transatlantic West Country and Jersey merchant operations. Middlemen are necessary primarily where producers and supplies are physically separated. When labour and goods could be readily supplied from, and produce sold to, Newfoundland, Halifax and Gaspé-based merchants, the need for middlemen on the coast was redundant. In the end, neither the Gaspé-based merchants nor the local middlemen could survive the competition from non-resident Newfoundland merchants and Halifax traders. Overall, the Bird papers show that the general situation was much more complex than Sider made allowances for and that the migratory and resident fisheries were not uniform in structure.