

GASPÉ OF YESTERDAY

LAND SCAM-1869

A Liverpool schoolmaster and his
emigrant associates fall victim
to a land scam by an English
broker.

KEN ANNETT

LAND SCAM - 1869

INTRODUCTION

The account below recalls a case of international fraud concerning the false sale of land in the District of Gaspé that may have been more common than is generally recognized. So great was the desire to seek a new and better life in Canada that prospective emigrants were often "fair game" for unscrupulous promoters. Thus this account of the bitter experience of a Liverpool schoolmaster and his fellow emigrants to promised farm land in Port Daniel may be all too typical.

As it fell first to Patrick Murison of New Carlisle to unmask the fraud, a brief note on him is in order. A Provincial Land Surveyor resident at New Carlisle, Patrick Murison was linked to the family of Judge John Gawler Thompson. Mrs. Thompson was his grandmother. His mother, Eliza Wise, had married a Scottish merchant of Quebec City, Andrew Murison, and eventually the Murison children had come to live at New Carlisle. Patrick Murison did not marry. He died prematurely as a result of a fall from his horse.

The complex and fascinating relationships of the families of ROBINSON, RACEY, HAMILTON, RITCHIE, O'HARA, WILKIE AND MURISON have been ably documented by Mrs. Judy Connors Desjardins in relation to her historical study entitled: "IN SEARCH OF A GASPESIAN ERA LONG GONE BY: THE HONORABLE JUDGE J.G. THOMPSON."

LAND SCAM-1869

Be it known and made manifest to all to whom these presents shall come, that on the twentieth day of July in the Year of Our Lord One Thousand Eight Hundred and Sixty Nine, Louis Wallace Scudamore of Liverpool in England, Schoolmaster, came and appeared before me, Joseph G. LeBel, Notary Public, duly admitted and sworn in and for the Province heretofore constituting the Province of Lower Canada, now the Province of Quebec in the Dominion of Canada, dwelling and practicing at New Carlisle in the County of Bonaventure, in the District of Gaspé, in the Province and Dominion aforesaid, severally and for himself only, alleged, affirm, declare, protest and say that by a certain agreement executed at Liverpool in England on or about the... month of March last past, between one Mr. John R. Banner of the City of Liverpool,

Be it known and made manifest to all to whom these presents shall come, that on the ^{twentieth} day of July in the year of our Lord one thousand eight hundred and sixty nine, Louis Wallace Scudamore, of Liverpool in England, schoolmaster, came and appeared before me, Joseph G. LeBel, Notary Public, duly admitted and sworn in and for the Province of heretofore constituting ^{the Province of} Lower Canada, now the Province of Quebec in the Dominion of Canada, dwelling and practicing at New Carlisle in the County of Bonaventure in the District of Gaspé, in the Province and Dominion aforesaid, severally and for himself only alleged, affirm, declare, protest and say that by a certain agreement executed at Liverpool in England aforesaid, on or about the month of March last past, between one Mr. John R. Banner of the City of Liverpool

in England, Broker, and the said Louis Wallace Scudamore, the present appearer, by which said agreement the said appearer purchased from the said John R. Banner two hundred acres of land lying and being in the Township of Port Daniel, in the County of Bonaventure, in the District of Gaspé, in the Province of Quebec and Dominion aforesaid, for the sum of two shillings and sixpence an acre, to be payable as follows; to wit: three pence an acre at the date of the said deed and one shilling and five pence on or before the end of the said month of March and the remainder ten pence to be paid at once or by six yearly installments at the option of the said Louis Wallace Scudamore; and it was further agreed by the said deed or agreement that the said land should be delivered up by the said

in England aforesaid, the Broker and the said Louis Wallace Scudamore the present appearer, by which said agreement the said appearer purchased from the said John R. Banner two hundred acres of land lying and being and situated in the Township of Port Daniel, in the County of Bonaventure, in the District of Gaspé in the Province of Quebec and Dominion aforesaid, for the sum of two shillings and sixpence an acre. To be payable as follows; to wit: three pence an acre at the date of the said deed, and one shilling and five pence on or before the end of the said month of March, and the remainder ten pence an acre. — to be paid at once or by six yearly installments at the option of the said Louis Wallace Scudamore, and it ^{was} further agreed by the said deed or agreement that the said land should be delivered up by the said John R. Banner

John R. Banner to the said Louis Wallace Scudamore through the ministry of one Patrick Muirisen of New Carlisle aforesaid, Provincial Land Surveyor, residing near the said Township of Port Daniel, whenever he, the said Louis Wallace Scudamore would apply to the said Patrick Muirisen for that purpose.

That the first payment, to wit, the sum of three pence for each acre was paid according to the terms of the aforesaid cited agreement,

That subsequently the said appearer with the view of taking delivery and possession of the said above mentioned land according to the said promise and understanding between the said appearer and the said John R. Banner gave up the school of which he was then

through the ~~administration~~ ^{ministry} of one Patrick Muirisen of New Carlisle aforesaid, Provincial Land Surveyor, ^{residing} near the said Township of Port Daniel, whenever ~~the~~ the said Louis Wallace Scudamore would apply to the said Patrick Muirisen, for that purpose

— That the first payment, to wit, the sum of three pence for each acre was paid according to the terms, ^{of the} aforesaid cited agreement.

That subsequently the said appearer with the view of taking possession of the said above mentioned land, ^{according to} upon the said promise and understanding between the said appearer and the said John R. Banner ^{to} gave up the school of which he was then ^{of}

the Master, sold his furniture and invested a large sum of money in the purchase of several materials and things required for his establishment on the land in question and therefore entered into agreement with several persons who were to follow him, the said Louis Wallace Scudamore, to Canada for the purpose of cultivating and ameliorating the land bought as aforesaid from the said John R. Banner.

That on or about the first day of July instant the said Louis Wallace Scudamore left Liverpool aforesaid with the several persons above mentioned and arrived at New Carlisle aforesaid on or about the fifteenth day of the said month of July instant.

That the said Louis Wallace Scudamore then and there applied to the aforesaid named Patrick Muirisen to obtain delivery of the said land

The Master, sold his furniture and invested a large sum of money in the purchase of several materials and things required for his establishment on the land in question and entered into agreement with several persons who were to follow him the said Louis Wallace Scudamore to Canada for the purpose of cultivating and ameliorating the land in question and bought as aforesaid by the said Louis Wallace Scudamore.

That on or about the first day of July

instant left Liverpool for Canada with the several persons above mentioned and arrived at New Carlisle aforesaid on or about the fifteenth day of the month of July instant.

That the said Louis Wallace Scudamore

That the said Patrick Muirisen then and there declared that although he had been instructed by the said John Banner to deliver up two hundred acres of land in the said Township of Port Daniel by the said appearer yet that he had never known that the said John Banner ever possessed any land in the said Township of Port Daniel or in any part of the County of Bonaventure and District of Gaspé aforesaid.

That the said appearer, on the statement of the said Patrick Muirisen made several inquiries about the said land in question and more particularly from the resident Crown Land agent for the County of Bonaventure and at the Registry Office of the said County

Then and there applied to the aforesaid name Patrick Muirisen to obtain delivery of the said land. That the said Patrick Muirisen then and there declared that ^{although} he had been instructed by the said John Banner to deliver up two hundred acres of land in the said Township of Port Daniel, ^{but} that he had never known that the said ^{Banner} ^{never} possessed ^{any} land in the said Township of Port Daniel ^{or} in any part of the County of Bonaventure and District of Gaspé aforesaid.

That the said appearer made several inquiries about the said land in question and more particularly from the resident Crown Land Agent for the County of Bonaventure and at the Registry Office of the said County.

ascertained from these officers that the said John Banner never had or possessed any land in his own name in the said County of Bonaventure or in any part of the said District of Gaspé.

That the said L.W.Scudamore is obliged now to return to England at great expense and has thus suffered great damage on account and for the reasons above stated, by the fault and misrepresentations of the said John R.Banner.

And therefore the said Notary Public, at the request of the said Louis Wallace Scudamore hath protested and by these presents doth solemnly protest against the said John R.Banner, and every other person and persons whomsoever whom it doth or shall or may concern for and on account of all manner of damages, losses, prejudices and interests of not obtaining the delivery of the said land by the fault of the said John Banner which the said Louis Wallace Scudamore

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in any part of the said District of Gaspé
That the said Scudamore is obliged ^{now} to return
to England at great expense, and has
thus suffered great damage on account
by the fault and misrepresentations of the
said John R. Banner -
and therefore the said Notary Public at
the request of the said Louis Wallace Scudamore
hath protested and by these presents doth
solemnly protest against the said John
R. Banner and every person and
persons whomsoever whom it doth or shall
or may concern for and on account of all*

have or hath already sustained, or may hereafter sustain...

All which matters and things were declared, alleged and affirmed as before set forth in the presence of me, the said Notary Public and therefore have hereunto subscribed my name and affixed my notarial seal, being requested to testify and certify the premises.

Thus done and protested at New Carlisle aforesaid in the office of the undersigned Notary on the day and year first above written

manner of damages, losses, prejudices and interests, whomever, which the said Louis Wallace Leland have or hath already sustained or may hereafter sustain and may be put to or sustain for or by reasons or means of the aforesaid disappointment, or otherwise relating thereto. All which matters and things were declared, alleged and affirmed as before set forth in the presence of me the said Notary Public And therefore have hereunto subscribed my name and affixed my notarial seal being requested to testify and certify the premises

Thus done and protested at New Carlisle aforesaid in the office of the undersigned Notary on the day and year first above written

In witness whereof the said appearer hath to these presents set his hand and seal in the presence of and with me the said Notary in faith and testimony of the premises.

(Signature of appearer)

L.W. Scudamore

In witness whereof the said
 appearer hath to these presents set his
 hand and seal in the presence
 of L. W. Scudamore of and with me the said Notary
 Robt M. B. [unclear] solemnly testifies to subscribing
 in faith and testimony of the premises.

L. W. Scudamore