

GASPÉ OF YESTERDAY

LOYALIST LOTS CHANGE HANDS

Alexander MacKay and his wife, Ann Lane,
sell three Town Lots at New Carlisle to
Duncan Hay.

KEN ANNETT

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While most notarial deeds of sale are of interest in and for themselves, some are of special significance. They are so because of the persons involved and the light they cast on historic events in Gaspesia. Such is the 1831 Deed of Sale that follows, by which Alexander MacKay and his wife, Ann Lane sold Town Lots in New Carlisle to Duncan Hay. For the lots sold recall the original survey of New Carlisle land for Loyalist settlement by William Vondenvelden (Ref. GASPÉ OF YESTERDAY. #072. "NEW CARLISLE IN INFANCY-1785 PLAN") and the vendors were members of Loyalist families that settled in Gaspesia (Ref. MUSTER ROLL OF QUEBEC LOYALISTS -Alexander MacKay, Carlisle, Chaleur Bay and John Lane, also Carlisle, Chaleur Bay.)

This 1831 Deed confirms the considerable change in ownership of the Loyalist lots between 1785 when they were surveyed and the time of this 1831 Deed. Of the three Town lots involved No.59, No.61 and No.62 each of one acre, the 1785 Vondenvelden Plan showed Joseph Goodwillie as proprietor of No.59 and No.62 which Neil McKinnon held No.61. By 1820, when the Gaspe Lands Claims Commission examined and adjudicated property claims in Gaspesia, these three lots had been acquired by Alexander MacKay and his Spinster sister, Angelique MacKay.

Duncan Hay, the purchaser of these three Town Lots in 1831, had been brought from Scotland by the Quebec merchant, John McNider, as manager of the McNider Seigniory at Metis. He has appeared previously in the pages of "GASPÉ OF YESTERDAY" after he had left Metis to become a merchant at New Carlisle. (Ref. GASPÉ OF YESTERDAY. #067 "MEET SOME GASPESIANS OF 150 YEARS AGO". His activities included the financing of timber cutting on the Bonaventure River and the export of lumber to the British Isles.

SALE AND ASSIGNMENT BY ALEXANDER MacKAY AND ANN LANE,
HIS WIFE TO DUNCAN HAY.

On the Fifth day of the month of November in the Year of Our Lord one thousand eight hundred and thirty one, Before me the undersigned Martin Sheppard, Notary Public duly admitted and sworn for the Province of Lower Canada, and in the presence of the witnesses hereinafter named and hereunto subscribing, personally came and appeared and was present Mr. Alexander MacKay of New Carlisle, in the County of Bonaventure, in the District of Gaspé, in the said Province, Yeoman and Fisherman and Mrs. Ann Lane, widow by her first marriage of the late Hector Morrison, in his lifetime of New Carlisle aforesaid, Yeoman, now wife by her second marriage (secondes noces) of the said Alexander MacKay, and by her said husband duly and specially authorized for the ends, intents and purposes hereof, of the one Part- and Mr. Duncan Hay of New Carlisle aforesaid, Merchant, of the other Part -

Which said Parties, authorized as aforesaid, did covenant, conclude, stipulate and agree to and with the other of them for themselves and their several and respective heirs, executors, administrators and assigns in the manner following, that is to say-

The said Alexander MacKay and Ann Lane his wife, authorized as aforesaid, for the price and consideration hereinafter mentioned and also for divers other good causes and consideration them hereunto moving, have granted, bargained, sold, ceded, aliened, assigned, conveyed, transferred, and for ever quit claimed and confirmed, and by these presents they, the said Alexander MacKay and his said wife do, and each of them doth grant, bargain, sell, cede, alien, assign, convey, transfer and for ever quit claim and confirm unto the said Duncan Hay, hereunto present as aforesaid and accepting hereof for himself, his heirs and assigns as follows, that is to say -

Three several Town lots of land containing each one superficial Acre of land situate and being in the ~~second and third~~ ranges of New Carlisle aforesaid and known as the lot number Fifty nine in the second range and lot number Sixty one and lot number Sixty two in the third range of Town lots in New Carlisle aforesaid, otherwise known, distinguished and described as follows-

The said lot number Fifty nine, bounded in front by the Town lot number Two in the First range - to the Eastward by the Town lot number Sixty, also in the second range, to the Westward by a cross road and in depth by a road in division between the second and third ranges of lots in New Carlisle aforesaid. And the said lot number Sixty one in the third range, bounded in front by a road separating the second range from the third range of Town lots, to the Eastward by a road, Westward by the said lot number Sixty two and in depth by the Town lot number one hundred and twenty. And the said lot number Sixty two in the aforesaid third range, bounded in front by the aforesaid road dividing the second range from the third range of Town lots, to the Eastward by the said lot number Sixty one, to the Westward by a cross road and in rear or depth by the Town lot one hundred and nineteen in the Fourth range-as appears by a figurative plan of the Town of New Carlisle aforesaid surveyed and drawn by William Vondenvelden, Esquire, Land Surveyor for this said Province and moreover in conformity to the Certificate and Adjudication of the said lots of land hereby sold by the Commissioners for Land Claims in this said District, to and in favor of the said Alexander MacKay and Angeliqne MacKay, Spinster, deceased, which Certificate and Adjudication were both duly exhibited unto the said Notary and subscribing witnesses and remain in the possession of the said Alexander MacKay; and the succession and successions, remainder and remainders, rents, fines, profits thereof, and every part and parcel thereof, together with all ways, passages, waters, water courses, common profits and appurtenances to the same premises, or any part thereof, belonging or in any way appertaining; Together with all the estate, right, title, interest, property, profit, claim and demand whatsoever of them the said

Vendors of, in and unto the said premises or any part thereof; To Have and to Hold the said three lots of land and premises before by these presents granted, bargained, sold, ceded, aliened, assigned, quit claimed and confirmed and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof, with their and every of their appurtenances unto the said Duncan Hay, his heirs and assigns for ever, to the only use and behoof of the said Duncan Hay, his heirs and assigns forever.

The Present Sale and Assignment is thus made and entered into for and in consideration of the price or sum of Nine pounds current money of the said Province, the said Alexander MacKay and his said wife, authorized as aforesaid, Vendors, do hereby acknowledge and confess to have received to their entire satisfaction before the execution of these presents, of and from the said Duncan Hay, and therefrom and every part and parcel of the said sum do hereby acquit, exonerate and forever discharge the said Duncan Hay, his heirs and assigns, and all others forever and in consideration of the premises foregoing the said Vendors do hereby covenant and agree, bind and oblige themselves, their heirs and assigns that the said Duncan Hay and his heirs shall and may from time to time and at all times forever hereafter peacefully and quietly have, hold, occupy, possess, use and enjoy the said lands and premises mentioned to be hereby granted and sold and receive and take the rents, fines and profits thereof to and for his and their own use without the let, suit, hindrance, interruption or denial of the said Vendors or their heirs or assigns or of any other person or persons claiming or to claim by, from or under them, and free and clear and freely and clearly acquitted, exonerated and discharged by the said Vendors or their heirs and the said Vendors well and sufficiently saved harmless and kept indemnified of, from and against all and all manner of former and other gifts, grants, bargains, sales, leases, mortgages, rents, arrearages of rents, dowers and titles of dowers, judgments, executions, estates, titles, charges and incumbrances whatsoever, made, done, committed, executed by the said Alexander MacKay and his said wife, Vendors, or the ancestors of the said Vendors or either of them or any other person or

persons, by, through or with their, or either of their's consent or procurement.

And for further confirmation and execution hereof, the said Parties, authorized as aforesaid, do hereby reciprocally accept of these presents and hereby elect their respective domiciles irrevocable at their residences in New Carlisle aforesaid.

Thus Done and Passed at New Carlisle aforesaid at the Office of the said undersigned Notary on the day and in the month and year herein first above written.

IN FAITH AND TESTIMONY WHEREOF the said Alexander MacKay and his said wife, authorized as aforesaid, have to these presents set their ordinary marks, being a cross (having declared not to know how to write) and the said Duncan Hay, V ndee or Purchaser hath hereunto set and subscribed his name and signature in the presence of Thomas Morris, Gentleman and Daniel Ramsay, Cordwainer, both of New Carlisle aforesaid, witnesses to the due execution hereof, in the presence of and with me the said Notary also hereunto subscribing.

Alexander X MacKay

Ann X Lane

Duncan Hay

M. Sheppard, N.P.

Daniel Ramsay

Thomas Morris