

GASPÉ OF YESTERDAY

THREE DISPARATE DEEDS

Notarial Deeds as a reflection of
GASPÉ OF YESTERDAY.

Ken Annett

THREE DISPARATE DEEDSFOREWORD

The accumulated notarial Acts or Deeds of early Gaspesia are a remarkably rich and fascinating source of information on Gaspé of Yesterday. They are disparate in the meaning given to that word by the Oxford Dictionary as being diverse in kind. Their diversity reflects the variety of Gaspesian communities, the multiplicity of subjects they deal with, the contrast of the people served and the proficiency of those who framed them.

The following Deeds reflect this diversity. That of the sale of land as "Eskuminack", Bonaventure County, by Charles Brown, his wife Suzannah Grant and their children, drawn up by Joseph-Guillaume LeBel, Notary Public of Carleton, echoes the old Seigniorship of Shoolbred and its seigniorial Stewart family. (Ref. GASPÉ OF YESTERDAY. No.048 THE SHOOLBRED SEIGNIORY.) The record of J.G.LeBel Deeds extends from 1833 to 1886 and deal with an amazing variety of Gaspesian personalities and situations.

It was Martin Sheppard, Notary Public of New Carlisle, who prepared the Deed of Agreement between the merchant, Duncan Hay, and the lumberman, Samuel Harriman. It serves to recall the remarkable timber resources of Gaspesia that could produce three hundred tons of white pine timber "...sound in every respect, merchantable, free from rings, scores, knots, shakes and bad knots..." and the work involved in moving the timber from the forest to the European market. Martin Sheppard's Gaspesian Deeds begin in 1825 and extend to 1879.

Far from "Eskuminack" and New Carlisle in Bonaventure County is Cape des Rosiers the setting for the Deed of Sale by Martha Arbour of lands to John Packwood. With no Notary Public available in the District it fell to a Justice of the Peace, Henry B. Johnston to prepare this Deed. Indeed Henry Johnston was well and widely known . He had succeeded to the fishery of his father-in-law, Daniel MacPherson at Douglastown and Point St. Peter, was Colonel of the Gaspé Militia, had appointment as a Justice of the Peace and was a prominent citizen and faithful churchman.



DISPARATE DEEDSChs. Brown

22nd January, 1851

et al

On this day, the twenty-second of January in the Year of

to

Our Lord one thousand eight hundred and fifty one.

Boultonhouse

Before me, the undersigned Notary Public, duly commissioned and sworn in and for the Province constituting hereto fore Lower Canada, residing at Carleton in the County of Bonaventure, and the undersigned witnesses -

Personally came and appeared Charles Brown of Eskuminack in the Seigniory of Shoolbred in the county and district aforesaid, farmer, and Suzannah Grant his wife, by her said husband hereunto present duly authorized for the ends, intentions and purposes of these presents - Charles Brown acting also as Tutor ad hoc, duly appointed in law, to the minor children issue of his present marriage to the said Suzannah Grant, his wife, and George Brown and Jessie Brown of the full age of twenty-one. their son and daughter, both of the same place, who acknowledged and confessed to have bargained, sold, assigned, transferred and set over and by these presents do bargain, sell, assign, transfer and set over, with promise of warranty against all gifts, dowers, mortgages, substitutions, alienations and all other hindrances whatsoever, unto William Boultonhouse of Sackville, County of Northumberland, N.B., being as Eskuminack aforesaid, hereunto present and accepting for himself, his heirs and assigns, in manner following, that is to say: all that lot of land situate, lying and being at Eskuminack aforesaid, in the Seigniory of Shoolbred and being a portion of the same, situate in the County of Bonaventure, District of Gaspé, containing twelve arpents in front by forty arpents or thereabouts, more or less, in depth - bounded in front, towards the South by the

River Ristigouche, in rear by the land of the Crown or the rear line of the said Seigniory, on the East at a pine tree situated at the East side of the entrance of the River of Eskuminack aforesaid pine tree West twelve arpents in breadth -the line at the East from said pine will follow the River Eskuminack until it meets Peter Stewarts West line, and from said line to the rear of the Seigniory together with all and singular the marshes in the front and opposite of the same -also all the rights of "lods et ventes", "cens et ventes", seigneuriales and all and singular the privileges thereunto appertaining to the said lot, tract or portion of the said Seigniory of Shoolbred hereby bargained and sold without any reserve or exception whatsoever.

To Have and to Hold, use and enjoy the premises hereby bargained and sold with their rights and appurtenances unto the said purchaser, his heirs and assigns, henceforth and for ever.

The present lot of land hereby sold belonging to the said venders in virtue of the Last Will and Testament of the late George William Howe Grant and Sarah Wood his wife executed before J.G. LeBel, Notary Public and Witnesses, bearing date the 8th November 1844.

The present bargain and sale is made for and in consideration of the sum of One Hundred and fifty pounds current money of the said Province of Lower Canada on account of which the said Charles Brown, acting as aforesaid, and Suzannah Grant his wife and George Brown and Jessie Brown do hereby acknowledge and confess to have received to their entire satisfaction from the said William Boultonhouse the sum of Seventy pounds said currency "dont quittance d'autant" - and the balance, or the sum of Eighty pounds remaining yet due on the purchase money the said William Boultonhouse promises and obliges himself, his heirs and assigns to pay to the said venders,

their heirs or assigns in two equal instalments, the first payment of which to be made on or before the first of November next and the last one or the balance from the first of November next ensuing in twelve months, without interest, for securing the payment of said balance or sum of Eighty pounds.

The lot of land hereby bargained and sold by these presents will be from this date mortgaged and hypotecated until perfect payment thereof in which time the said venders will conserve and hold all their rights and titles for the said lot of land. In consequence of which and for other reasons already stated the said Charles Brown, acting as aforesaid, and Suzannah Grant his wife—George Brown and Jessie Brown do hereby transfer and set over unto the said William Boultonhouse, his heirs and assigns, all rights of property, claim, title, interest, demand, seizure, possession and other title whatever, which the said venders, acting as aforesaid, now hath or can have, demand or pretend to in or upon the said premises hereby bargained and sold, of which rights and privileges they hereby divest from the day of the date of these presents in favor of him the said William Boultonhouse, his heirs and assigns, consenting and agreeing that the said purchase be forthwith invested with the full and entire possession thereof.

And for the due execution of these presents the said parties have elect (sic) their domicile irrevocable at Carleton aforesaid in the office of the undersigned Notary.

This Done and Executed at Eskuminack aforesaid at the residence of them the said venders on the day and year first written above

In Witness whereof the said parties to these presents, first duly tead according to law, set their hands and seals in the presence of Messrs Allain Vaughan and E.H. LeGoufre of the same place, Gentlemen, and with us, the said Notary also severally subscribing, IN FAITH AND TESTIMONY of the premises - the said Suzannah Grant having declared not to know how to sign her name, therefore duly made her mark according to law.

WITNESSES

Allain Vaughan

E.H. LeGoufre

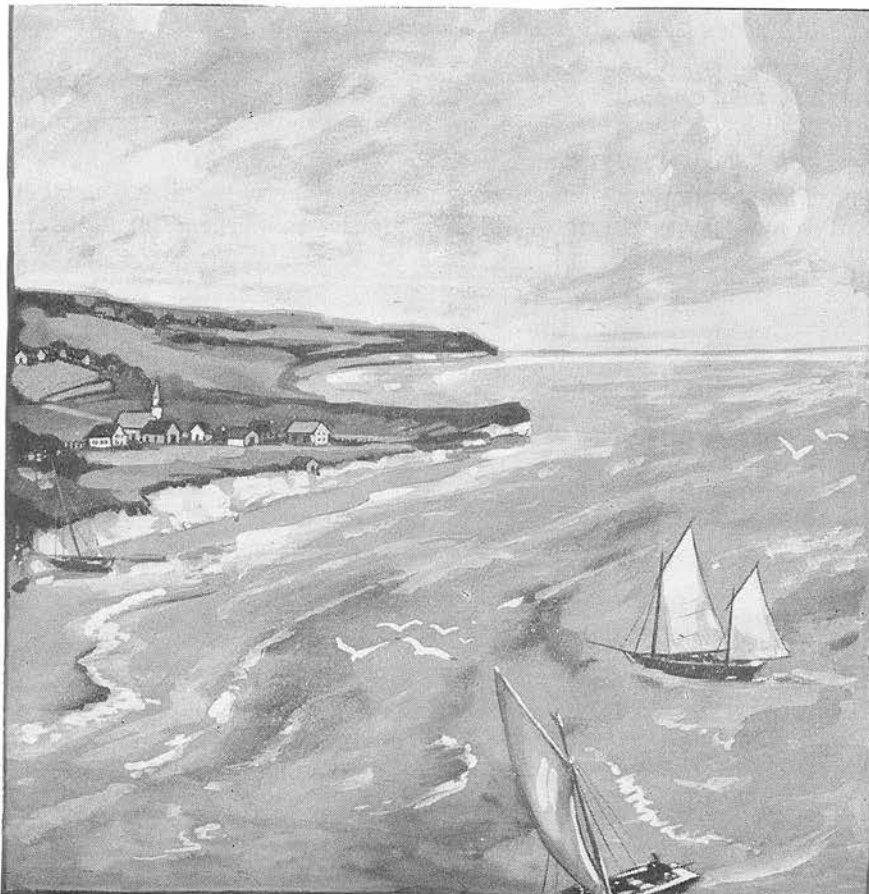
(SIGNATURES OF)

Charles Brown

Suzannah X Grant

George G. Brown

Jessie Brown



BAIE DES CHALEURS
Cliffs and sea and sandy beaches

DEED OF AGREEMENT13th OCTOBER 1831

Samuel Harriman On the thirteenth day of October in the year of
 and Our Lord one thousand eight hundred and thirty
Duncan Hay 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 here-
in after named and hereunto subscribing, personally came and appeared
Samuel Harriman of Bonaventure, County of Bonaventure in the District
of Gaspé in the said Province, Lumberer, being at present at New Car-
lisle, of the one Part, and Duncan Hay of New Carlisle in the County,
District and Province aforesaid, Merchant of the other Part: Which
said parties did covenant, conclude, declare, stipulate and agree to
and with the other of them for themselves, their heirs, executors,
administrators and assigns in manner following - that is to say;

 Whereas the said Samuel Harriman hath agreed with
the said Duncan Hay to furnish and supply unto him the said Duncan Hay
in the course of the next ensuing shipping season, a cargo of good,
sound, merchantable timber of the quality hereinafter mentioned, to
consist of THREE HUNDRED TONS or thereabouts, more or less, at the
current rate of the like timber in this said County at the time being,
on the condition that the said Duncan Hay should and would advance
and deliver unto him, the said Samuel Harriman, or his order, such
quantity of goods, articles, effects and things, not however in any case
exceeding the amount of timber to be so furnished as aforesaid, as the
said Samuel Harriman may or can require.

 The hauling, manufacturing and river driving
of such timber as he the said Samuel Harriman hath already manufact-
ured and squared and shall or may during the next ensuing winter
and next ensuing shipping season manufacture and square or cause to

be manufactured and squared, not exceeding the cost of the said timber to be so furnished, as aforesaid, and to remain at the risk of the latter.

And Whereas the said Duncan Hay hath accepted the offer and proposal of the said Samuel Harriman and did agree to furnish and supply unto the latter or his order such advances, goods and effects as the latter may or can require, to the Amounts and for the purpose aforesaid, on the condition, nevertheless, that the said Samuel Harriman shall and will pay, liquidate and satisfy the amounts of the said advances, goods and effects to be so made and given unto him, the said Samuel Harriman and or his order to the amount of the said timber to be furnished and delivered as aforesaid, at the time the said timber to be furnished to the said Duncan Hay, or his order, as aforesaid, shall be shipped and loaded on board of any ship or vessel, ships or vessels, for the United Kingdom or elsewhere.

NOW THEREFORE THESE PRESENTS WITNESS that for the consideration aforesaid, he, the said Samuel Harriman, did assign, transfer and set over and by these presents doth assign, transfer and set over unto the said Duncan Hay, his heirs, executors, administrators or assigns a quantity of timber sufficient in quantity for a cargo, to average three hundred tons or thereabouts, to consist of white pine timber and to be sound in every respect, merchantable, free from rings, scores, knots, shakes and bad knots and every other defect not herein enumerated and to be properly hewed, squared and butted at both ends and to be boomed and secured in a place of safety at the cost and expense of the said Samuel Harriman and to remain at the risk of the latter until the said timber be shipped as aforesaid; the said timber to be delivered to the order of the said Duncan Hay or his assigns, if in the summer season

of the next ensuing year securely boomed and in a place of safety at Bonav nture aforesaid, and if delivered to the order of the said Duncan Hay in the Fall or Autumn of the said next ensuing shipping season to be rafted at Bonaventure aforesaid and taken and transported in a secure raft or rafts from the latter place to Paspebiac near New Carlisle aforesaid and marked "H X", the additional cost and expense of the rafting and delivery of the said timber to be in like manner borne and defrayed by the said Samuel Harriman.

In consideration of the premises foregoing and the rights and true delivery of the said timber as security for the advances to be made by the said Duncan Hay and the full and entire performance of the covenants and obligations by and on the part of the said Samuel Harrison to be done and performed as herein before mentioned, he, the said Duncan Hay doth hereby bind and oblige himself, his heirs, executors and administrators to furnish and supply unto him, the said Samuel Harriman, or his certain order, such quantity of provisions, goods and other articles, effects to the amount of the said timber to be furnished as aforesaid as it all shall or may be required by the said Samuel Harriman in the hauling, rafting, manufactureing and river driving the timber to be manufactured during the Winter of the next ensuing year . And he the said Samuel Harriman in consideration of such advances doth hereby bind and oblige himself, his heirs, executors, administrators and assigns to pay the amount of such advances now made or which may hereafter be made unto him, the said Duncan Hay or his order when and as soon as the said quantity of timber to be furnished by him, the said Samuel Harriman as aforesaid shall have been shipped and loaded on board of any ship or vessel, ships or vessels, until which time the shipment and delivery of the said timber, the said timber to be furnished and delivered as aforesaid and shall remain bound and as a security for the amount of advances to be made by the said Duncan Hay to whatever sum

the said advances may amount.

And for the execution of these presents the said parties do hereby reciprocally make Election of domicile universel at their present residences as aforesaid.

THIS DONE AND PASSED at New Carlisle aforesaid at the Office of the said Notary on the day and in the month and year herein first above written.

IN FAITH AND TESTIMONY WHEREOF the said parties have to these presents, first duly read, subscribed their respective names and signatures in the presence of Henry O'Hara, Esquire, Sub-Collector of His Majesty's Customs at the Port of New Carlisle aforesaid and Mr. Nicholas Renouf of the Township of Cox, at present at New Carlisle aforesaid, Witnesses to the due execution hereof, and in the presence of and with the said Notary subscribing.

(Signatures)

H. O'Hara

Duncan Hay

Nicholas Renouf

Samuel Harriman

DEED OF SALE

Martha Arbour, Widow of the late John Baptist Couillard dit Depres alias Lelois of Cape des Rosiers to John Packwood of Cape des Rosiers

On this tenth day of the month of November in the year of our Lord one thousand eight hundred and thirty two, Before me, Henry Johnston, Esquire, one of His Majesty's Justices of the Peace for the District of Gaspé in the Province of Lower Canada aforesaid at Point St. Peters in the District aforesaid, my usual place of residence, being hereunto duly authorized in and by virtue of An Act and Acts of the Provincial Legislature of Lower Canada, entitled, "An Act further to provide for a limited time for the want of Notaries in the County of Gaspé, and to continue certain provisions of an Act therein mentioned, passed in the fourth year of the reign of His Majesty; entitled, "An Act to render valid certain Acts, Agreements in writing, Contracts of Marriage, Contracts des Mariages sous seign privé, hitherto executed in the Inferior District of Gaspé, and to provide for the want of Notaries in the said District."

Personally came and appeared Martha Arbour, widow of the late John Baptist Couillard dit Depres alias Lelois of Cape des Rosiers in the Province and District aforesaid, Farmer, on the one part, and John Packwood of Cape des Rosiers aforesaid, of the other part.

And the said Martha Arbour, widow of the said John Baptist Couillard dit Depres alias Lelois aforesaid did declare and doth declare that she hath sold, assigned, transferred, bargained, released granted, alienated, made over and delivered, and doth by these presents assign, transfer, bargain, release, grant, alienate, make over and

deliver unto the said John Packwood a certain lot of land situate at L'Ance au Louise near Cape des Rosiers aforesaid belonging to the said Martha Arbour widow of the said John Baptist Couillard dit Depres alias Lelois aforesaid containing Two Hundred superficial acres on a front of six acres by thirty three and one third acres in depth; Bounded on the South by Lot No.2 occupied by Jesette Morrin, on the North by unclaimed lands, on the front by the sea and in the rear by the waste lands of the Crown-division lines running N.80W. And the said Martha Arbour widow of the said John Baptist Couillard dit depres alias Lelois aforesaid doth hereby acknowledge to have received from the said John Packwood for the value of the above described lot of land the sum of Twelve Pounds current money of this Province and is therewith fully and amply satisfied.

And the said John Packwood says he knows the premises and that he is well satisfied with the present compensation and accepts the same as aforesaid.

And further and moreover the said Martha Arbour as aforesaid guarantees and defends the said John Packwood, in and about, respecting and regarding the aforesaid and above lot of land against all Mortgages, Hypotheques, Dowaries, Executions, Alienations, Disquietness and Impediments of whatever nature and kind they might be and obliges herself as aforesaid to all damages accruing to the said John Packwood in every respect and manner through or by the above or any part of them or to any executors or assigns of the said John Packwood in every respect and manner whether herein specifically mentioned or not, for herself, her heirs, executors and assigns defending and accepting.

DONE AND EXECUTED at the Place, Year and Day above with and in the presence of the witnesses, John Farguson and John Weller.

(Undersigned and signed)

Martha X Arbour

John Packwood

Henry Johnston, J.P.

John Weller

John Farguson

