

GASPÉ OF YESTERDAY

137

AZARIAH PRITCHARD, Sr.

AS

THE SEIGNIOR OF BIC

Recalling that for twenty-one years, from 1801 to 1822, the Seignior of the Bic Seigniory was Azariah Pritchard, Sr., late Captain of the King's Rangers during the War of the American Revolution.

KEN ANNETT

AZARIAH PRITCHARD THE ELDER AS THE SEIGNIOR OF BICFOREWORD

For this 150th issue of GASPÉ OF YESTERDAY, at the end of 1985, the series returns to consider further the career of Azariah Pritchard Sr., one of Gaspesia's most colourful Loyalists. Former articles in this series have recalled some aspects of his quite remarkable story and, indeed, much will remain for other articles to come.

The seigniorial system, a legacy of New France, persisted long after the Conquest of 1760 - even after the system was abolished by Legislative Act in 1858. GASPÉ OF YESTERDAY has attempted to date to recall something of the Seigniories of METIS, MATANE, MAGDALEN RIVER, GRAND ÉTANG, ISLE PERCÉE, PABOS and SHOOLBRED and the families linked with them. While the Seigniorie of BIC lies a bit beyond the geographical boundaries of Gaspesia, its dramatic scenery is very familiar to Gaspesian travellers of today, as its sheltered haven was well known to Gaspesian mariners in the era of sailing ships.

AZARIAH PRITCHARD ACQUIRES BIC

Before the Notaries Public subscribing, for the Province of Lower Canada and City of Quebec, residing in said City, personally came and appeared Azariah Pritchard Esq., of the District of Gaspee, at present in the City of Quebec, of the one part -

And Mr. Henry Cull of the said City of Quebec, Merchant, of the other part.

Which said Parties did and hereby do severally and respectively declare -

That Whereas He the said Azariah Pritchard, together with Doctor Gould and Godfrey King, late of this City, Furrier, both deceased, and Richard Nevison of the District of Gaspee aforesaid, were joint

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applicants for and Leaders of the Township of Auckland and as one of the said four Leaders, He, the said Azariah Pritchard is entitled to one fourth share in the said Township so soon as a Grant can be obtained for the same from the Government of this Province.

And Whereas He, the said Azariah Pritchard, is desirous of conveying his right to one fourth part of the said Township as one of the four Leaders thereof with the rights of the following twelve Associates who have been duly qualified, to the said Henry Cull, for the Consideration or Exchange herein after mentioned.

Now therefore these presents Witness that he, the said Azariah Pritchard has Granted, Bargained, Assigned, Transferred and made over and hereby does fully, freely, clearly and absolutely, Grant, Bargain, Assign, Transfer and make over unto the said Henry Cull, his Heirs, Executors, Curators, Administrators and Assigns, all his right, title and interest of, in and to the one fourth share or part of the said Township of Auckland which he has and possesses as one of the four Applicants therefore and Leaders thereof,

Together with the Rights of Ralph Pritchard, Amos Hull, Joseph Burequet, Capt. John Caldwell, Randolph McDonald, John Drummond, Samuel Clarke, John Jeffrys, Ensign Alexander Cameron, John Adams, John Durthey and John Jack his twelve Associates in the said Township, and as such, severally expect to be Grantees therein so soon as a Patent for the same shall issue to the said Leaders or their Representatives.

To Have and to Hold all the said Azariah Pritchard's right, title and interest of, in and to the one fourth share or part of the said Township of Auckland together with all the right, title and interest of the above named Associates in as full, ample and beneficial manner as he or they might, could or should have enjoyed or of right ought to have held and enjoyed the same, and which said several rights are hereby Conveyed and Confirmed unto the said Henry Cull, his Heirs and Assigns from henceforth for ever; and to which, all, each, and every of which, He and they are hereby intended to have a legal right and property.

And further, in the presence of us the said Notaries, He, the said Axariah Pritchard did and hereby doth Covenant, Promise and Agree to

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deliver or cause to be well and truly delivered to the said Henry Cull, his Heirs or Assigns, in the course of the fall now next ensuing, Fifty Barrels of smoaked Herrings in a good and merchant-able state and condition.

The present transfer is nevertheless hereby declared to be made without any Guarantee whatever on the part of the said Azariah Pritchard.

And for and in Consideration of the said Fifty Barrels of Smoaked Herrings so as aforesaid to be delivered this fall, and as a Counter-Exchange and Equivalent for the said Azariah Pritchard's Right and title to the one fourth share or part of the said Township of Auckland as one of the four Applicants therefore and Leaders thereof, together with the rights which the abovementioned Associates severally and respectively may have or can claim, challenge or demand to the same as soon as a Patent for the said Township can be obtained: He, the said Henry Cull hath Granted, Bargained, Released, Conveyed and Confirmed and hereby doth fully, clearly and absolutely Grant, Bargain, Release, Convey and Confirm unto the said Azariah Pritchard, his Heirs, Executors, Cirators, Administrators and Assigns, Two Leagues of Land in front upon the South side of the River St.Lawrence, below the Town of Quebec, by two Leagues in depth, having the title of Fief and Seigneurie, right of Haute, moyenne et Basse Justice; fishing, hunting and traffick with the Savages.

The said two leagues are bounded in front by the said River and behind by the non-conceded Lands belonging to His Majesty; bounded on the East by the River which Separates it from the Seigneurie of Rimousky and on the West side by a line from Trois Pistoles, together with the Island of Bic lying nearly opposite to the South of the said Front of two leagues - on the Main Land le domaine particulier Seigneurial and other Buildings and Edifices Domaniaux and others thereunto belonging upon the said Land and all other dependencies and appurtenances of the said Seigneurie and Island of Bic - nothing excepted or reserved.

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Which said Seigneurie and Island of Bic was purchased and acquired by the said Henry Cull of and from Mr. Charles Thomas and Dame Charlotte D'Albergati, his spouse, as appears by a certain Contract or Deed of Sale made and passed by Messrs. Alex. Dumas and Charles Voyer, Public Notaries, bearing date at Quebec aforesaid the twelfth day of October which was in the year of our Lord one thousand seven hundred and ninety one and at Ratification thereof by Dame Charlotte Aubert, Veuve D'Albergati and the said Charlotte D'Albergati, Spouse of the said Charles Thomas, as appears by a certain Notarial Act passed before A. Badeau, Public Notary and the Witnesses therein named dated at Three Rivers the twelfth day of November as in and by the said Contract or Deed of Sale and Ratification thereof deposited in the Office of the said Alex. Dumas, reference being thereunto had may more fully and at large appear.

Which said Seigneurie and Land above described is hereby declared to be subject to Foi et Homage to His Majesty and to all other duties with which the same by Law can be Charged.

Which said Exchange and Counter-Exchange the said parties did and hereby do severally and respectively accept and are thereunto satisfied and content. The said Henry Cull hereby declaring that the said Seigneurie and Island of Bic are free from all incumbrances whatsoever, save and except a mortgage to David Lynd, Esq., for Eighty pounds Currency which he hereby Guarantees the payment of; and the said Azariah Pritchard hereby also declaring that the said Henry Cull is liable to the performance of all the duties which he might have had to bear and fulfill for his one fourth part or share in the said Township of Auckland.

And the said Azariah Pritchard in the presence of us, the said Notaries, for himself, his Heirs, Executors, Curators and Administrators and each and every of them, did and hereby doth promise, covenant and grant to and with the said Henry Cull, his Heirs, Executors, Curators, Administrators and Assigns, and to each and every of them, that he, the said Azariah Pritchard, his Heirs and Assigns, and all and every other person or persons and his and their Heirs having or claiming any Estate, title or interest of, in and to the one fourth part or share of the said Township or of, in or to the respective rights of

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the above named Associates hereby Granted, Bargained, Conveyed or Confirmed, or mentioned so to be, or of, in, or to any part or parcel thereof shall and will from time to time and at all times hereafter upon the readonable request and at the cost and charges in the Law of the said Henry Cull, his Heirs, Executors, Curators, Administrators or Assigns, or some one of them, make, do and execute or cause to be made, done and executed all and every such further and other lawful and reasonable Act and Acts, thing and things, devise or devises, assurance and assurances, conveyance and conveyances, in the Law whatsoever for the further, better and more perfect granting, conveying and assuring unto the said Henry Cull and to his Heirs and Assigns forever, the said one fourth share or part of the said Township of Auckland together with the several rights of the abovenamed Associates

Hereby Granted and Conveyed with their and each and every of their appurtenances as by the said Henry Cull, his Heirs and Assigns, or any of them shall be reasonably devised, advised or required.

Thus Done and Passed at the aforesaid City of Quebec in the House and Office of James Voyer, one of the subscribing Notaries, the twenty seventh day of June, one thousand eight hundred and one, the aforesaid Parties to these presents, first duly read according to Law in the presence and hearing of them, the said Parties and of us the Notaries, set and subscribed their names in the presence of us, the said Notaries who have also hereunto set and subscribed our names and signatures, in faith and testimony of the premises.

(Signatures) Azariah Pritchard
Henry Cull
James Voyer, N.P.
J-B Lelievre, N.P.

BIC PRIOR TO TIME OF AZARIAH PRITCHARD, SR.

- 1675 - On May 6, 1675 the Governor of New France, Count Frontenac, granted the Fief and Seigniorship of Bic to Charles Denys de Vitré, a member of the Sovereign Council of New France. This grant provided for two leagues frontage on the River St. Lawrence and two leagues in depth and included the Island of Bic.
- It specified that Vitré was to have the right of hunting and of trade with the Indians.
- 1676 - The above grant was confirmed by the King of France on May 10, 1676.
- 1686 - Charles Denys de Vitré entered into a Treaty or Agreement with Jean Gagnon for the development of the Bic Seigniorship. Gagnon undertook to develop Bic for twenty years and to share profit with Vitré.
- 1688 - The Fief and Seigniorship of Bic was sold by Charles Denys de Vitré to Charles Aubert de la Chesnaye, Merchant of Quebec.
- [Charles Aubert de la Chesnaye, merchant, fur-trader, seigneur, financier, member of the Conseil Souverain of New France, ennobled by King Louis XIV on 24 March 1693, New France's leading businessman of the 17th century. 1632-1702. Ref. VOL.II, DICTIONARY OF CANADIAN BIOGRAPHY pp. 26-34]
- 1711 - Lease by Marie-Anne L'Estringuan de Saint-Martin, Widow of Ignace Aubert, Sieur de la Chesnaye and daughter, Dame D'Albergatti, to David Allgeo for a period of 15 years.
- [Ignace Aubert, 1699-1766, was a grandson of Charles Aubert de la Chesnaye. Ref. VOL.III, DICTIONARY OF CANADIAN BIOGRAPHY p.22]
- 1773 - The boundary limits of the respective Seigniorships of Bic and Rimouski were established by the Surveyor, Plamondon.
- 1781 - The Quebec Lawyer and Notary, Michel Berthelot d'Artigny, acting by Power of Attorney for Charlotte Aubert, Widow D'Albergatti Veza, swore FOI ET HOMMAGE for Bic Seigniorship.

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- 1788 - Donation by Charlotte Aubert, Widow of the Count and Marquis D'Albergatti Veza to Charles Thomas, her son-in-law, and Charlotte D'Albergatti Veza, her daughter, the wife of D'Albergatti Veza.
- 1791 - Sale by Charles Thomas of Three Rivers, authorized by Dame Charlotte D'Albergatti, to Henry Cull, Merchant of Quebec.
- 1801 - Act of Transport, as above, by Henry Cull to Azariah Pritchard the Elder.

THE 1814 LAST WILL AND TESTAMENT OF AZARIAH PRITCHARD, SR.

To date, two Wills of Azariah Pritchard Sr., dated 1814 and 1831, have been found. That of 1814 is relevant to this article as it was made when he was Seignior of Bic. Three years previously, on August 29, 1811 the Rev. John Young, visiting the Bay Chaleur communities from his Parish of Addington (Athol), had buried Eunice, wife of Capt. Azariah Pritchard, "who departed this life aged sixty-eight" in the presence of Azariah Pritchard Sr. and his son, Azariah Jr.

LAST WILL AND TESTAMENT OF AZARIAH PRITCHARD. 5th SEPT. 1814

On this day, the Fifth September in the year of our Lord, one thousand eight hundred and fourteen, Before the undersigned Public Notaries for the City of Quebec and Province of Lower Canada duly admitted and sworn, residing in the City of Quebec in the said Province personally came and appeared Azariah Pritchard, Seignior of the Seigniory of Bic -

Who, Considering the certainty of death and the uncertainty of the time thereof, and to the end that he may be the better prepared to leave this World whenever it shall please God to call him out of it, did make, publish and declare this his last Will and Testament in manner following.-

In the first place he commits his Soul to God his Creator through the merit and mediation of Jesus Christ his Saviour and as to his Worldly Estate he gives, devises and bequeaths all the property and effects he may possess, purchase or acquire from and after the day

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of the date hereof unto Margaret Bouchard, his present spouse, and all his property and effects which belonged to him and was possessed of antecedent to his marriage with the said Margaret Bouchard shall descend to and become legally invested in the children he had by his first marriage, to be divided equally between them, share and share alike, save and except six hundred acres of Land belonging to the said Seigniory to be taken un manner following, that is to say, three acres in front bounded by the River Saint Lawrence by two leagues in depth adjoining the Seigniory of Trois Pistoles, which he now gives, devises and bequeaths to the said Margaret, his present Spouse, and if she dies without issue of her marriage with the said Testator then, and in that case, all the property that he now bequeaths her shall revert to and be legally invested in the children of his first marriage, to be divided as aforesaid.

For the better executing of these presents according to the tenor hereof the said Azariah Pritchard did and hereby doth name his said spouse to be the executor of this his last Will and Testament. For it was thus done and dictated to us the said Notaries by the said Testator word by word.

In Witness whereof the said Azariah Pritchard has hereunto set his hand at Quebec the day, month and year above written, before us the said Notaries who have hereunto also set our names and signatures in faith and testimony of the premises, the presents being first twice duly read according to Law.

(Signatures) Azariah Pritchard
Arch. Campbell, N.P.
B. Faribault, N.P.

BIC PASSES FROM PRITCHARD TO CAMPBELL

Eight years after the Last Will and Testament above, Azariah Pritchard Sr. gave up the Seigniory of Bic in a Contract of Exchange with the Quebec City Notary Public, Archibald Campbell. The Deed of October 18, 1822 reflects a changed personal situation than that to be found in the Will of 1814.

CONTRACT AND EXCHANGE BETWEEN AZARIAH PRITCHARD AND ARCHIBALD CAMPBELL

18 October 1822.

On the Day the Eighteenth of October in the year of our Lord one thousand eight hundred and twenty two, Before Us, the undersigned Notaries Public duly admitted and sworn for the Province of Lower Canada, residing in the City of Quebec in the said Province, personally came and appeared and were present Azariah Pritchard Esquire of the District of Gaspé, Seigneur of Bic and of the Island of Bic and now resident of the said City of Quebec, of the one part and Archibald Campbell Esquire of the same place, His Majesty's Notary for the District of Quebec of the other part -

Which said parties in the presence of us, the said Notaries, have agreed, concluded, covenanted and stipulated to the following reciprocal Exchange and Permutations, that is to say, the said Azariah Pritchard acknowledges to have transferred, assigned, conveyed and confirmed, from henceforth and forever, with guarantee from all troubles, evictions, Hypotheques, Dowers, Substitutions and all encumbrances whatsoever, to the said Archibald Campbell, accepting hereof for himself, his Heirs and Assigns, that is to say all that Fief and Seigneurie commonly called the Seigneurie of Bic, being Two leagues of Land in front upon the South side of the River Saint Lawrence below the Town of Quebec, by Two leagues in depth, having the Totle of Fief and Seigneurie, Right of Haute, moyenne et Basse Justice, mouvances, cens et Rentes, Dimes, infeodées, dependantes de ladite Seigneurie, Fishing, Hunting and Traffick with the Sauvages -

The said Two leagues are bounded in front by the said River and behind by the unconceded Lands belonging to His Majesty, on the East by the River which separates it from the Seigneurie of Rimousky and on the West line by a line from Trois Pistoles, together with the Island of Bic lying nearly opposite to the South of the said Front of Two leagues on the mainland -

Le Domaine particulier Seigneurial and all other the Lands, Islands, Buildings and Edifices Domainaux and others thereunto belonging upon the said Land and all other dependances and appurtenances of the said Seigneurie and Island of Bic, and other the Islands and Lands, nothing excepted or reserved, which said Seigneurie and Land as above described

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is hereby declared to be subject to FOI ET HOMMAGE to His Majesty and to all the other Duties and Services with which the same by Law can be charged.

To have and to hold the said Seigneurie Lands and Islands unto the said Archibald Campbell, his Heirs and Assigns for ever together with all Rents, Duties and Services already due and to become due by any Person or Persons to whom the said Azariah Pritchard hath conceded certain parts and portions of the said Seigneurie as appears by the Deeds of Concession passed before J. Ouellet, Notary Public.

In Consideration of which pour et contre Echange of the said Seigneurie of Bic and Islands and all other the dependances herein transferred, granted, conveyed and made over to the said Archibald Campbell as aforesaid, He, the said Archibald Campbell doth grant, transfer, convey and set over, with guarantee from all troubles and encumbrances whatsoever, unto the said Azariah Pritchard, accepting hereof for himself, his Heirs and Assigns, that is to say, all that certain Lot of Ground or Emplacement in this said City of Quebec, Quartier de la Canoterie, said Lot of Ground and Emplacement being twenty feet in front by forty feet in depth, bounded in front by Saint Charles Street and running in depth to the Anse du Cap, one line towards the north west by the Property of M. B. Fortier and on the other side by that of the Representatives of Charles Tisoux and Angelique Toupin, his spouse, together with the House thereon erected (built of stone) and being Two stories High, also the Passage la Ruelle of five feet, being at the end of the House now transferred and running till it joins the House of the said Benjamin Fortier, which said Passage is covered and joins the Stair Case leading to the upper part of the said House, and all and every the right, claim, title, demand, property and Estate whatsoever of him, the said Archibald Campbell of, in and to the said hereinfore described Lot or Emplacement. To have and to hold the premises unto the said Azariah Pritchard, his Heirs and Assigns for ever under such rents, duties and services as the said premises are subject to.

The present Exchanges are made subject to the several Charges and Duties to which the said Properties may respectively be liable to and are made -- sous aucume soulte ni retour faire par l'une des parties à l'autre, upon a par without any odds nor return by one of the parties to the

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other, and the said Parties do hereby transfer to each other all rights, property, claim, title, Interest, demand, seizin, possession which they can respectively have pretend to or demand in or upon the said Properties granted and transferred by Exchange and covent-
 anting that the said Parties respectively be and remain seized with full and entire possession of the said properties granted to them in Exchange as aforesaid, as of right and for that purpose constituting the bearer of these presents attorney to whom all necessary power and authority to that Effect is hereby given.

And at the same time appeared and was present Azariah Pritchard the Younger, Trader of Gaspé, who, after reading and taking communication of the foregoing Exchanges and Permutations did and hereby doth put himself as security for the several clauses, conditions, agreements and undertakings of Azariah Pritchard his Father, and doth agree to keep the said Archibald Campbell, his Heirs and Assigns, in peaceable and quiet possession of all and every the Island and Seigneurie of Bic and all other the Property and dependances to him, the said Archibald Campbell granted and conveyed as aforesaid -

And that free and clear and freely and clearly acquitted, exonerated and discharged of, from and against all former and other grants, bargains, sales, mortgages, Dowers, Judgments, Debts, Titles, troubles, charges and encumbrances whatsoever had made, done, committed, occasioned or suffered to be made, done, committed, occasioned or suffered by him the said Azariah Pritchard, his Father, or by any other Person or Persons whomsoever.

And moreover the said Parties to these presents do hereby agree to and with each other and their respective Heirs that they shall and will from time to time and at all times hereafter, upon every reasonable request, and at the proper costs and charges of the Party or his Heirs and Assigns demanding the same, make do and execute, or cause to be made, done and executed, and all and every such further and other Lawful and reasonable Acts and Acts Deed and Deeds, thing and things, Devises, conveyances and assurances in the Law whatsoever as may be required by either of the said Parties respectively -

And for the due Execution hereof the said Parties do hereby make election of their Domiciles as follows, that is to say, the said

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Azariah Pritchard, Senior and Azariah Pritchard, Junior at the office of James Voyer, Esquire, one of the subscribing Notaries and the said Archibald Campbell at his actual residence in this said City of Quebec.

Thus Done, Passed and Executed at Quebec on the Day, Month and Year first above written. In witness whereof the said Parties have hereunto set their Hands in the presence of the undersigned Notaries, who have also to the same set our names and signatures, these presents being first duly read according to Law.

(Signatures)	Azariah Pritchard
	Azariah Pritchard, Junior
	Arch. Campbell
	James Voyer, N.P.
	J-B Lelievre, N.P.

WILL OF 1831

On the morning of October 28th., 1831, nine years after handing over the Seigniorship of Bic to Archibald Campbell, N.P., Azariah Pritchard the Elder of New Richmond was in Quebec City and made a new LAST WILL AND TESTAMENT. On that day the Notaries Public L.T. McPherson and E. Lindsay were called by him to the Tavern of Peter Hood, Sault au Matelot Street, Lower Town, and -

"...there found the said Azariah Pritchard in a setting room of the said House, walking about the room, though complaining of indisposition in health, and of sound and disposing mind, judgment, memory and hearing..."

The Will that was drawn up that morning is of interest in relation to that of 1814, cited above. It makes no reference to his second wife, Margaret Bouchard. The sole heir of his estate was to be his oldest son, Azariah Pritchard the Younger, with the provision that -

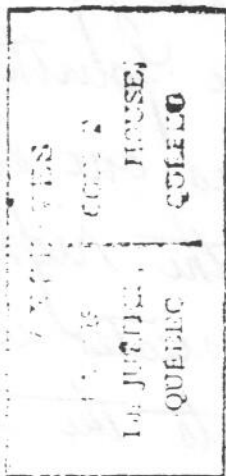
"...trusting entirely to the brotherly love, discretion and prudence of the said Azariah Pritchard the Younger to afford such assistance to his brother, Ralph Pritchard, and to his sister, Marmery, Wife of John Payne Dimock, or to their children, as they may stand in need of and merit..."

The Executor of the Will was to be Azariah Pritchard, Jr.

COPIES OF NOTARIAL DEEDS RELATING TO AZARIAH PRITCHARD
THE ELDER, HIS ELDEST SON, AZARIAH PRITCHARD THE YOUNGER,
THE SEIGNIORY OF BIC AND CITY OF QUEBEC PROPERTY.

- 1801 - June 27 - Azariah Pritchard Sr. acquired the
Seigniorv of Bic from Henry Cull.
- 1814 - Sept.05 - Will and Testament of Azariah Pritchard Sr.
- 1822 - Oct. 18 - Contract and Exchange between Azariah
Pritchard Sr. and Arch.Campbell, N.P.
by which Campbell acquired the Seigniorv
of Bic.
- 1822 - Oct. 18 - Donation by Azariah Pritchard Sr. to his
eldest son, Azariah Pritchard Jr.
- 1831 - Oct.28 - Will and Testament of Azariah Pritchard Sr.

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Before the ^{Notary Public} Notaries
 Public subscribing for the Province
 of Lower Canada and City of Quebec
 residing in said City personally
 came and appeared Azariah Pritchard
 Esq^r of the District of Gaspe at
 present in the City of Quebec of the
 one part, and Mr Henry Cull -
 of the said City of Quebec Merchant
 of the other part. Which said
 Parties did and hereby severally
 and respectively declare, That
 Whereas He the said Azariah
 Pritchard together with Doctor Louis
 J. Gouffrey Spring late of this City
 Gabriel Both deceased and Richard
 Nevison of the District of Gaspe
 were joint Applicants for an Order
 of the Township of Ancklam and
 one of the said four Orders He the
 said Azariah Pritchard is entitled to

= ship so soon as a Grant can be
obtained for the same from the
Government of this Province. And
Whereas He the said Azariah
Pritchard is desirous of conveying
his right to the one fourth part of
the said Township as one of the four
Leaders thereof with the rights of the
following twelve Associates who have
been duly qualified to the said Heir
Call for the Consideration or Con-
= Exchange herein after mentioned.

Now therefore these presents Witness
that he the said Azariah Pritchard
has Granted Bargained Assigned
Transferred and made over and here-
= by fully freely clearly and absolutely
Grant Bargain Assign Transfer
and make over unto the said Heir
Call his Heirs Executors Curators
Administrators and Assigns all the
right title and interest of in and to the

one fourth share or part of the said
Township of Auckland which he has ⁵⁷⁵
and possesses as one of the four
Applicants therefore, and Leases thereof
together with the Rights of Ralph -
Pritchard Amos Hull Joseph Bure-
-quit Capt. John Caldwell, Randolph
McDonald John Drummond Samuel
- Clarke John Jeffry's Ensign, Alex?
Gameron John Adams John Lurthy
and John Jack his twelve Associates in
the said Township, and as such, severally
expect to be Grantees therein so soon as
a Patent for the same shall issue -
to the said Leases or their Representa-
-tives. To Have and to Hold
all the said Azariah Pritchard's -
right title and interest of in and to the
one fourth share or part of the said
Township of Auckland together with all
the right title and interest of the abovesaid
Associates in as full ample and beneficial

should have enjoyed or of right ought
to have held and enjoyed the same
and which said several rights are
hereby conveyed and confirmed or nu-
so to be unto the said Henry Cull
his Heirs and Assigns from hence-
forth for ever; and to which, all,
each, and every of which, He and they
are hereby intended to have a legal
right and property. And further
in the presence of us the said Notary
the said Arariah Pritchard
and hereby both Covenant promise
and agree to deliver or cause to be
well and truly delivered to the said
Henry Cull his Heirs or Assigns
in the course of the fall now next
ensuing Fifty Barrels of smol
Herrings in a good & Merchant
state of Condition. The present
transfer is nevertheless hereby declared
to be made without any Guarantee
whatsoever on the part of the said
Arariah Pritchard.

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said Fifty Barrels of Smoked Herring
so as aforesaid to be delivered this fall -
and as a Counter-Exchange and
Equivalent for the said Azariah -
Pitchard's Right and title to the one
fourth share or part of the said
Township of Auckland as one of the
four Applicants therefor and Licenses -
thereof, together with the rights which the
abovesaid Associates severally and
respectively may have or can claim
Challenge or Demand to the same as
soon as a Patent for the said Town-
-ship can be obtained. He the said
Henry Bull hath Granted Bargain
Release Conveyed and Confirmed
and hereby doth fully clearly and
absolutely Grant Bargain Release
Convey and Confirm unto the said
Azariah Pitchard his Heirs -
Executors Curators Administrators
and Assigns Two Judges of Law

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the River St. Lawrence, below the
Town of Quebec by two Leagues in
depth having the title of Fief and
Seigneurie right of haute moyenne
et Basse justice; fishing hunting
and traffick with the Savages
The said two Leagues are bounded
in front by the said River, a
behind by the non-enslaved Lands belong-
ing to His Majesty; bounded on
the East by the River which
separates it from the Seigneurie
of Remousky and on the West-
side by a Line from Trois Pistons
together with the Island of Bic-
lying nearly opposite to the South
of the said Front of two Leagues
on the Main Land le Domaine
particulier Seigneurial and other
Buildings & Edifices Domains
and others thereto belonging upon
the said Lands and all the other

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said Seigneurie and Island of Bic
nothing excepted or reserved. Which
said Seigneurie and Island of Bic
was purchased and acquired by the
said Henry Cull of and from —
M^r. Charles Thomas and Dame
Charlotte Talbergate his Spouse
as appears by a certain Contract
or Deed of sale made and passed
by Mess^{rs}. Alex^r. Dumas and Charles
Voyer Public Notaries bearing
date at Quebec aforesaid the twelfth
day of October which was in the
year of our Lord one thousand —
seven hundred and ninety one and a
Ratification thereof by Dame
Charlotte Dubut Deuve Talbergate
and the said Charlotte Talbergate
Spouse of the said Charles Thomas
as appears by a certain Notarial
Act passed before A. Badian
Public Notary and the Witnesses —
therein named dated at Three
Rivers the twentieth day of November

or Deed of sale and Ratification
thereof deposited in the Office of the
said Alex. Dumas reference is
thereunto had may more fully and
at large appear. Which said
Signetur and Land above describe
is hereby declared to be subject to
Foi & Homage to His Majesty
and to all other duties with which
the same by Law can be Charged
Which said Exchange and
Counter-Exchange the said
did and hereby do severally and
respectively accept and are thereunto
satisfied and content. The said
Henry Cull hereby declaring that
the said Signetur and Land
Be are free from all incumbrances
whatsomever, save and except a
Mortgage to David Lynd Esq.
for Eighty pounds Current
which he hereby Guarantees
the payment of and the said

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Azariah Pitchard hereby also declaring
that the said Henry Hull is liable
to the performance of all the duties which
he might have had to bear and ful-
fill for his one fourth part or share
in the said Township of Auckland.

And the said Azariah Pitchard
in the presence of the said Notaries
for himself and his Heirs Executors
Curators and Administrators did and
doth hereby promise and grant to and
with the said Henry Hull his
Heirs Executors Curators Adminis-
trators and Assigns, that he the said

~~Azariah Pitchard~~ and his Heirs do
right to the one fourth part or share
of the said Township with the respective
rights of the abovesaid Associates
herein before mentioned to be hereby
granted, Bargained, Conveyed & Assigned
and every part and parcel thereof with
their and every of their appurtenances
unto the said Henry Hull and
unto his Heirs and Assigns for ever

~~H. V. ... and his Heirs all against all and
every other person or persons whom
= never shall and will Warrant and
for ever defend by these presents.~~

And the said Azariah Pritchard
in the presence of us the said Notary
for himself, his Heirs, Executors -
Curators and Administrators and each
and every of them did and hereby doth
promise, covenant and grant to and
with the said Henry Cull, his Heirs,
Executors, Curators, Administrators -
and assigns and to and with each one
every of them, that he the said
Azariah Pritchard his Heirs and
Assigns, and all and every other
person or persons and His and
their Heirs having or Claiming any
Estate, title or interest of, in and to, to
one fourth part or share of the said
Township or of, in, or to, to the respective
rights of the abovesaid Associates her
Granted Bargained Conveyed or
Confirmed, or mentioned to be,
or of in or to any part or parcel thereof

at all times hereafter upon the reasonable
request and at the cost and charges in
the Law of the said Henry Bull
his Heirs Executors, Administrators, Ad-
ministrators or Assigns, or some
one of them, make, do, and execute or
cause to be made, done and executed
all and every such further and other
lawful and reasonable act and acts,
things and things, devise and devises
assurances and Assurances, conveyances
and Conveyances, in the Law what
soever. For the further, better, and
more perfect granting, conveying and
assuring unto the said Henry Bull
and to his Heirs and Assigns for
ever, the said one fourth share or
part of the said Township of
Auckland together with the several
rights of the abovesaid Associates
hereby granted and conveyed or
mentioned to be granted and convey-
ed with their and each and every of their
Appurtenances as by the said Henry
Bull his Heirs or Assigns or any of

advised or required.

Thus Done and Passed the
~~any and year first above~~ written at
 the aforesaid City of Dubuque in the
 House and Office of James Voyer
 one of the subscribing Notaries, the
 aforesaid Parties having to these present
 first duly read according to Law;
 in the presence and hearing of them
 the said Parties and of us the Notaries,
 set and subscribed their names in
 the presence of us the said Notaries,
 who have also hereunto set and
 subscribed our names and signatures
 in faith and testimony of the premises
 eight lines in the ninth page
 or five lines in the tenth page,
 struck out with the plumb line
 declared to be null & void, a mark
 in the margin being approved.

Attest my hand
 of public office
 this 10th day of
 the month of
 1858

J. M.

Bariah Pritchard

Believe Henry Cull

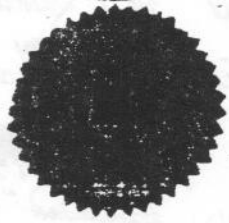
not sub

James Voyer
 Notary Public

Last Will & Testament on this day the Fifth
of September in the year of our Lord one thousand
eight hundred and fourteen Before the under-

signed Public Notaries for the City of Quebec
and Province of Lower Canada duly admitted and
sworn residing in the City of Quebec in the said
Province personally came and appeared Azariah
Britchard Seigneur of the Signory of Bic -

who Considering the certainty of death and the
uncertainty of the time thereof and to the end that
he may be the better prepared to leave this World
whenever it shall please God to call him out of it
did make publish and declare this his Last Will
and Testament in manner following. In
the first place he commits his Soul to God
his Creator through the merit and mediation
of Jesus Christ his Saviour and as to his
Worldly Estate he gives bequeaths and bequeathes
all the property and effects he may possess
purchase or acquire from and after the day of
the date hereof unto Margaret his present spouse
and all his property and effects which he doth give



Britchard
B

ARCHIVES NATIONALES
DU QUÉBEC

to him and was possessed of a testament to his
marriage with the said Margaret shall
descent to and become legally invested in the
Children he had by his first marriage to
be divided equally between them share and
share alike save and except six hundred of Land
belonging to said Seigneurie ~~to be~~
taken in manner following that is to say

Three Acres in front bounded on the East
by two leagues in
Depth adjoining
the Seigneurie of said Margaret his present Spouse and if she dies
without issue of her marriage with the said Testator

then and in that case all the property that he now
bequeaths her shall revert to and be legally invested
in the Children of his first marriage to be
divided as aforesaid.

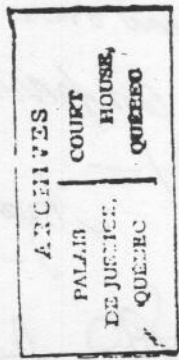
For the better execution
of these presents according to the Tenor
hereof the said Azariah Pritchard
it was the said and hereby doth name his said
Spouse to be the executor of this his
testament to us.

In Witness whereof the said Azariah
Pritchard has hereunto set his hand and
testator word by
the said Notaries
y the said Notaries
at the word by

ARCHIVES NAT
DU QUÉB

entre
Messieurs Pritchard
et Arch^d Campbell. -

Exp. 7 Dec. 1909.



On this Day the Eighteenth of October
in the Year of Our Lord one thousand eight
hundred and twenty two Before us the
Undersigned Notaries Public duly admitted
and Sworn for the province of Lower
Canada residing in the City of Quebec in
the said Province personally came
Appeared and were present Against
Pritchard Esquire of the District of Gaspe
Seigneur of Bic and of the Island of
Pic and now resident of the said City of Quebec
of the One part And Archibald Campbell Esquire
of the same place His Majesty's Notary for
the District of Quebec of the other part
said parties in the presence of us the said
Notaries have agreed Concluded Coenanted
and stipulated to the following reciprocal
Exchange and Transmutations that is to say
the said Against Pritchard acknowledges
to have transferred assigned conveyed and
Confirmed à Titre de Changes from hence
forth and for ever with guarantee from all
troubles Evictions Hypothèques Dowers sub-
stitutions and all encumbrances whatsoever
to the said Archibald Campbell accepting
hereof for himself his Heirs and assigns
that is to say all that Soil and Seigneurie
Commun only called the Seigneurie of St.

being Two Leagues of land in front upon
 the south side of the River Saint Lawrence
 below the Town of Quebec, by Two Leagues
 in depth, having the Title of Chief and
 Seigneurie Right of Haute, moyenne et
 Basse Justice, manourances Court of Records
Dixmes, inféodées, dependances, de Justice
Seigneurie Fishing, Hunting, and Traffic
 with the Sauvages, the said Two Leagues
 are bounded in front by the said River
 and behind by the un-conceded lands
 belonging to His Majesty's Council in
 the Part by the River which separates
 from the Seigneurie of Paradis
 On the west side by a line from the
Puatoles together with the Island of St. Pierre
 lying nearly opposite to the south of the
 said Front of Two Leagues on the main
 land. Le Domaine particulier Seigneurie
cial and all other the lands Islands
 Buildings and Edifices (Domaniaux)
 and others thereto belonging upon
 the said land and all other dependances
 and Appurtenances of the said Seigneurie
 and Island of St. Pierre and other the Islands
 and Lands nothing excepted or reserved
 which said Seigneurie and land
 as above described is hereby declared
 to be subject to Foi et Homage to

His Majesty and to all other Duties and
services with which the same by Law
can be charged —

Ye have and to hold the said
Seigneurie Lands and Islands unto the
said Archibald Campbell his Heirs and
Assigns for ever together with all Rents
Duties and services already due and to
become due by any Person or Persons
to whom the said Azariah Pritchard
 hath Conceded Certain parts and
portions of the said Seigneurie as appears
by the Deeds of Concession passed before
J. Buellet Notary Public

with guarantee
from all trustees
in commission
whosoever —

J. M.
A. J.
S. J.

In Consideration of which power
As Cause Change of the said Seigneurie
of Bic and Islands and all other the
Assurances herein before transferred
granted Conveyed and set over to the said
Archibald Campbell as aforesaid He
the said Archibald Campbell hath both
grant transfer Convey and set over
unto the said Azariah Pritchard
proof of himself his Heirs and assigns that
is to say all that Certain lot of Ground
or Emplacement in the said City of Quebec
Quartier de la Couronne said lot of Ground
and Emplacement being twenty feet in front
by forty feet in depth bounded in front by
Saint Charles street and running in

Depth to the Cime au Cap on one side to touch
 the North West by the Property of Mr. B. Foster
 and on the other side by that of the Represen-
 tatives of Charles, Joseph and Angélique
 Tarpin his spouse together with the House
 thereon erected (built of stone) and being
 Two stories high, also the Passage de
la Porte of five feet being at the East of the
 House now transferred and running
 till it joins the House of the said Benjamin
 Foster which said Passage is covered,
 and forms the Stair Case leading to the upper
 part of the said House, and all and every
 the right claim title demand property
 and Estate whatsoever of him the said
 Archibald Campbell of in and to the said
 heretofore described de or Replacement

Ye have and to hold the same ^{premises} to the said
 Deitch and his Heirs and Assigns for ever
 under such rents rents and services as
 the said premises are subject to.

The present Exchanges are made subject to
 the several Charges and Duties to which
 the said Properties may respectively be
 liable to and are made but and
aucune saute en retour par Cime
des parties à l'autre sur un par without
 any odd nor return by one of the parties
 to the other And the said Parties do hereby
 transfer to each other all rights property and
raison actions demande pretentions Claim
 till Inte et demand semper possession

which they Can respectively have freedom
to or demand in or upon the said Prop^{ties}
granted and transferred by Exchange as
aforesaid and covenanted that the said
Parties respectively be and remain
sizen with full and entire possession
of the said properties granted to them
in Exchange as aforesaid as of right
and for that purpose constituting
the bearer of these presents Attorney
to whom all necessary power and
authority to that Effect is hereby given
And at the same time Appeared
and was present Alexander Dutton
the younger Tander of Gaspe who
after reading and taking Communi-
cation of the fore going Exchange and
Permutations did and hereby doth put
himself in security for the several Clauses
conditions agreements and undertakings
of Alexander Dutton his Father and
doth agree to keep the said Archibald
Campbell his Heirs and assigns in peaceable
and quiet possession of all & every the
Islands and Seignories of this and all
other the Property and Dependancies
to him the said Archibald Campbell
granted and conveyed as aforesaid
and that free and clear and freely
and clearly acquitted acquitted
and discharged of free and age

former and other grants bargains sales
 Mortgages Powers Judgments Debts
 Tithes troubles Charges and Incum-
 brances whatsoever had made done
 Committed occasioned or suffered
 to be had made done Committed oc-
 casioned or suffered by him the said
 Johann Ditchard his Father or by
 any other Person or Persons whoso-
 ever - And moreover the said Parties
 to these presents do hereby agree to and
 with each other and their respective
 Heirs that they shall and will from
 time to time and at all times hereafter
 upon every reasonable request and
 at the proper Costs & charges of the
 Party or his Heirs and Assigns Reman-
 -ding the same make do and execute
 or cause to be made done and executed
 and all and every such further and
 other lawful and reasonable acts and
 acts Deeds and Deeds, thing and things
 Devises Conveyances and assurances
 in the Law whatsoever as may be
 required by either of the said Parties
 respectively - And for the due
 Execution hereof the said Parties do
 hereby make Election of their Councils
 as follows that is to say the said Johann
 Ditchard Senior and Junior of the

Office of James Boyer Esquire one of
the subscribing Notaries and the
said Archibald Campbell at his
his actual residence in this said
City of Quebec has thus re Oblige

Thus Done passed and
Executed at Quebec On the Day
Month and year first before
written In witness whereof the
said Parties have hereunto set their
in the presence of the undersigned
Notaries who have also to the same
set our names & signatures these
presents being first duly read
according to Law

a marginal note Mariah Pritchard
affirmed

Helicore

Joseph Pritchard Jr
[Signature]

Laroyan
[Signature]



15
10. 2
10 October
Donation entre Vifs par
Ararack Pritchard père
Ararack Pritchard fils



In this day the eighteenth of October in the
Year of our Lord One thousand eight
Hundred and twenty two. Before the
undersigned Public Notaries duly admitted
(and sworn in) (and for the Province of Lower
Canada, dwelling in the City of Quebec, in the
said Province Personally came (and appeared
Ararack Pritchard Esquire & Gentleman, now
residing in Quebec, of the first part Ararack
Pritchard Trader of the same place, his Son
of the second part (and Archibald Campbell
Esquire his Marital Notary for the District
of Quebec of the third part, which said
parties in the presence of us the said Notaries
have agreed, covenanted (and concluded in
manner (and form following, that is to say
The said Ararack Pritchard, the father, in
consideration of the esteem (and regard which
he bears unto the said Ararack Pritchard, his
Son hath freely (and absolutely given (and
granted (and by these presents doth give (and
grant by way of Donation entre Vifs unto the
said Ararack Pritchard, his Son that is to say
All that certain Lot of Ground or Emplacement
situate in this City of Quebec Quartier de la
Canotiers said Lot of Ground (and Emplacement
beings twenty feet in front by forty feet in depth
bounded in front by Saint Charles Street (and
running in depth to the Cimetière (and on one
side towards the North West by the Property
of Mr. De Fortin (and on the other ~~side~~
by that of the Representatives of Charles Jones
(and Angélique Toupin his spouse) together with

reception being
by himself in
hears (and signs.

AP
[Signature]
[Signature]
[Signature]
[Signature]

the House there erected built of Stone (and
being two Stories high also the Passage to be used
of five feet being at the end of the House
now transferred (and running till it joined
the House of the said Benjamin Fitcher
which said passage was covered (and formed the
Stair case leading to the upper part of the
said House. and all (and every thought
claim, title, demand, property (and estate
whatssoever of him the said Azariah Fitcher
the Father of in (and to the said Emplacement
(and property. The same having been acquired
by the aforesaid Azariah Fitcher, the Father
by Deed of Exchange thereof from Archibald
Campbell, by deed passed before James
Voyce Notary bearing date the eighteenth
day of October instant. And in the
presence of in the said Notaries the said
Azariah Fitcher the Father, did (and
hereby doth promise (and engage to keep
the said Azariah Fitcher, his Son free
(and harmless (and warrant the said Property
good property against all claims (and demands
whatssoever which might be made (and claimed
against the said property from any person or
persons whomsoever. And in the presence of
upon the said Notaries the said Azariah
Fitcher the Father, did desceze (and divert
himself of the said property in favor of the
said Azariah Fitcher, his Son (and doth
hereby consent (and agree that the said
Azariah Fitcher, his Son be (and remain
therein (and thereof seized (and be put in his full
possession.

possession by virtue of these presents. These
 said above named three parties have agreed
 covenanted and concluded as follows. Whereas
 by the Deed of Exchange passed between the
 said Archibald Campbell and the said Azariah
 Pritchard the Father, the said Azariah
 Pritchard the Son, did intervene and become
 security for the that the Seignory of Bic
 should be held ~~and~~ enjoyed by the
 said Archibald Campbell free from all debts
 and incumbrances whatsoever and did
 accordingly become Guarantee for the same.
 Now these presents further witness that the
 said Archibald Campbell and the said
 Azariah Pritchard the Son, have agreed
 to and with each other as follows. That
 is to say the said Azariah Pritchard the Son
 doth agree, that whereas previous to the
 date hereof Land and Farms ~~of~~ of the
 said Seignory of Bic conceded giving
 the annual rent of at least the sum of
~~£100~~ £100, found current money
 of the Province, and the said Archibald
 Campbell on his part declares that the
 Property above described and granted to
 the said Azariah Pritchard the Father, by
 the said Deed of Exchange doth give
 and yield an annual rent of Fifty pounds
 sterling a year - and which the said
 Archibald Campbell guarantees to the
 said Azariah Pritchard the Son, to have
 this ~~and~~ assign to ~~the~~ ~~the~~ ~~the~~
 and in case the said House and premises should
 at any time or times hereafter yeeld a sum

to yeary
 yearly
 J.P.
 W.P.
 (1)

~~provisions~~
 & doth hereby
 bind & oblige
 himself to make
 up the difference
 unto the said
 Azariah
 Protheran, the
 son, his heirs
 assigns
 so long
 as
 he
 is
 in
 the
 said
 office
 of
 the
 said
 office
 of
 the
 said
 office

less than fifty pounds currency, then
 every such sum the said Archibald Campbell
 as the said Archibald Campbell shall be
 authorized to receive the Rents of the said
 House in ~~the~~ manner following.

And the said Azariah Protheran
 the son doth authorize, constitute and appoint
 the said Archibald Campbell, his true and
 lawful attorney for the special purpose
 of renting and letting the said House to
 such person or persons as the said Archibald
 Campbell may deem meet, and for
 such consideration as the said Archibald
 Campbell may find advantageous and
 to receive all Rents thereof from time to
 time and to grant receipts for the same
 and if need be to ~~execute~~ ^{institute} such action or
 actions as may be found necessary to
 compel the payment thereof.

And for the execution hereof
 the said parties have made Election of
 John domville at the Office of Edward
 Glastonbury one of the undersigned
 Notaries at which place is for
 this

Thus done and signed in the
 Office of the said subscribing Notaries the
 the day, date of date so month and
 year last above written, In witness whereof
 the said parties have hereunto set (and subscribed
 their names - the presents being first duly
 read as aforesaid. Four marginal
 notes approved. ~~the~~ ^{the} words, ~~enjoined~~
 are null and of no validity.

Edward Glastonbury
 one of
 the
 said
 Notaries
 the
 said
 office
 of
 the
 said
 office

Witness my hand and seal of the said office
 this 10th day of October 1790

1843

28 October 1843

Testaments 597

Azariah Pritchard
in Testam.

Delunta
in Testam.

John Bayne
in Testam.

Henry 1839

Richard
1843

On the twenty eighth day of October
 in the year of our Lord one thousand
 eight hundred and thirty one at
 the request of Azariah Pritchard of
 the City of Richmond in the Parish of
 Chalour and Superior District of
 Gaspe, Captain on half pay of the
 King's Navies, He the said Azariah
 Pritchard Publicly admitted and
 sworn for the Province of Lower Can-
 ada and residing at the City of
 Quebec in the said Province that
 he the said Azariah Pritchard at the
 Tavern of Peter Hood in the Lower
 Town of Quebec for the purpose of
 making his last will and testament
 and then and there being come
 the said Azariah Pritchard in a
 sitting room of the said Tavern with
 about the room though complain-
 ing of indisposition in health, fac-
 e, sound and disposing mind, judg-
 ment memory and hearing as appa-
 re to us the said Vicaries and with
 Declared and saw that considering the

certitude of death (and the uncertainty
of its hour) he was desirous of making
his Last Will and Testament (and which
he dictated and named to ^{the} Mac
pherson one of us, the presence of
Errob B. Lindsay his Confidant
assisting for the ends hereof in Man-
ner following that is to say—
Firstly the said Azariah Bitchard,
Testator, directs that all his just
debts be paid by his Executor here-
after named out of his Estate as
soon after his decease as the same
can be accomplished—
Secondly the said Azariah Bitchard
Testator gives and bequeaths to his
eldest son Azariah Bitchard the
younger all and every the property
real and personal and other proper-
ty of that nature or kind soever which
may belong and appertain to him
the said Testator at the time of
his decease (and wheresoever situated
being or to be found. — To have
(and to hold the same unto the

599

said Azariah Pritchard the younger
in consideration of the love and
affection which the said Testator
bears towards him, to his only
proper use, benefit and behoof and to the
proper use, benefit and behoof of his
heirs and assigns from and after the
decease of him the said Testator
therefore for ever without any con-
dition, limitation, use, trust or res-
triction whatsoever. The said Testator
trusting entirely to the brotherly love
discretion and prudence of the said
Azariah Pritchard the younger to
afford such assistance to his brother
Ralph Pritchard and to his sister
Marmora Wife of John Payne and
or to their children as they may
stand in need of and merit, he
for whom the said Testator makes
no provision by this his last Will
and Testament.

And for executing this the said
Azariah Pritchard's Last Will and
Testament he hath named and

appointed and doth hereby name
(and appoint the said ^{Arrian} Tutor
the younger in the hands of whom
he directs himself of all his property
according to the Custom Usage and
Laws of this Province. —

The said Testator hereby revoking all
other Wills Testaments and Codicils
which he may have made before
these presents, the which only contain
his real intention (and last Will). —

Thus Done and Dictated word
for word by the said Testator to the
said ^{Mr} Macpherson his Confere
present in the sitting room of the
Tavern aforesaid in South Commercial
Street in the Lower Town of New
at the hour of the Eleven —

of the Clock in the
fore-noon of the day (and year
first above written). And after
these presents were read and
read over to the said Testator by
the said ^{Mr} Macpherson in the
presence of his said Confere the

' said Testator said and declared
 that he understood and compre-
 hended the same well and
 found this his Testament in
 every respect conformable to his
 Last Will and Testament and
 In Testimony of the premises set and
 subscribed his name and signature
 in the presence of us the said
 Notaries also hereunto subscribing
 these presents having previously
 read over again according to Law

[Faint handwritten signature]
 3 - 00

[Faint handwritten signature]