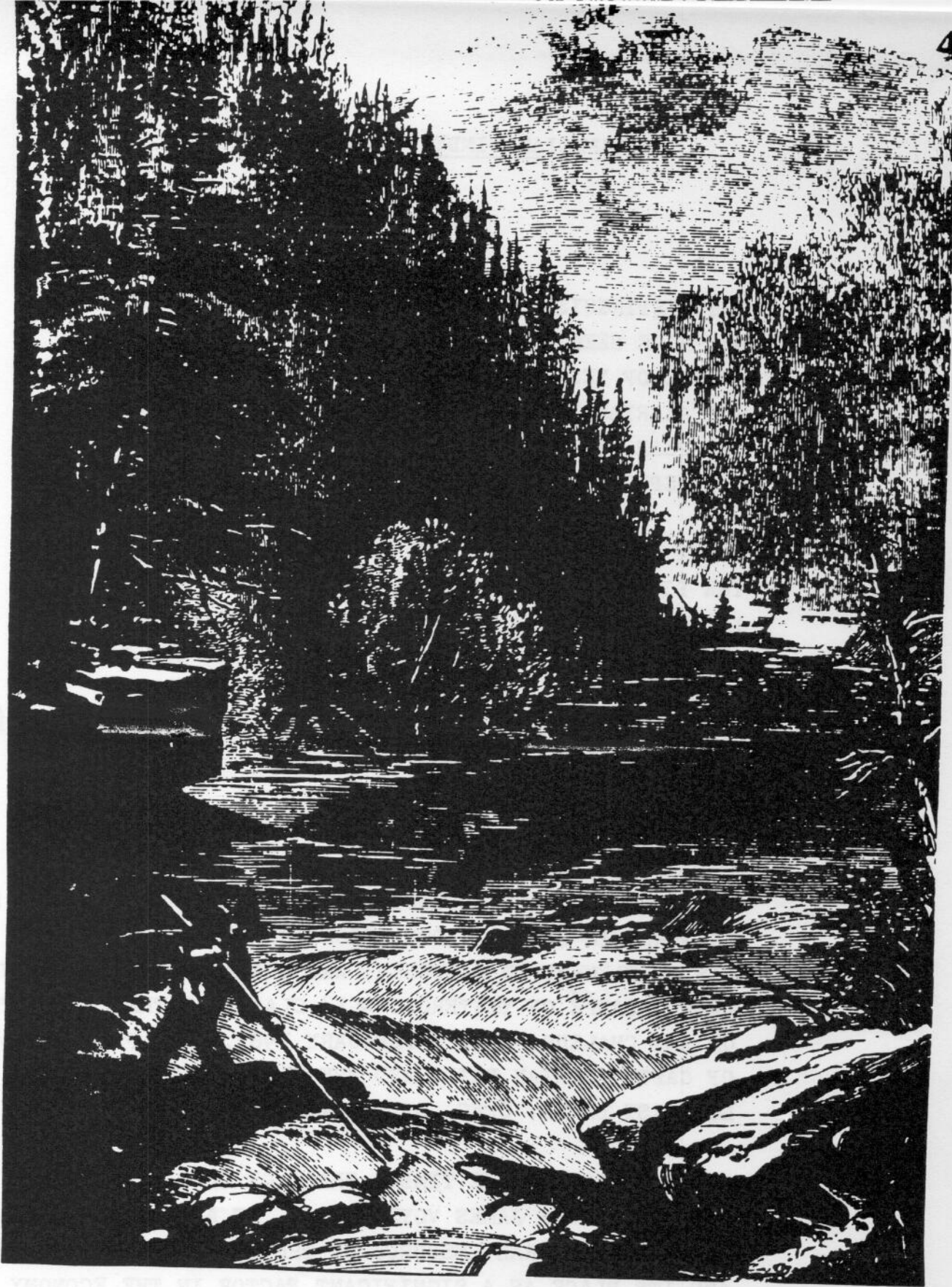


GASPÉ OF YESTERDAY

GASPESIAN TIMBER TRADE - 1809

KEN ANNETT



THE SPRING "DRIVE".

GASPESIAN TIMBER TRADE - 1809

FOREWORD

TWO DISTINGUISHED GASPESIANS OF AN EARLIER TIME WHO HAVE BEEN FEATURED IN PREVIOUS ISSUES OF "GASPÉ OF YESTERDAY", HENRY O'HARA OF GASPÉ BASIN AND AZARIAH PRITCHARD THE ELDER OF NEW RICHMOND, REAPPEAR IN THIS GLIMPSE OF THE EARLY TIMBER TRADE OF GASPESIA IN 1809.

HENRY O'HARA, ONE OF THE SONS OF FELIX O'HARA, THE PIONEER SETTLER OF GASPÉ BASIN, WAS WIDELY KNOWN IN GASPESIA AS A PROMINENT CITIZEN, COLLECTOR OF HIS MAJESTY'S CUSTOMS AND COLONEL OF THE GASPÉ MILITIA.

(REF.-"GASPÉ OF YESTERDAY"- THE O'HARA FAMILY OF GASPÉ SPEC. 21 JUNE 1983)

AZARIAH PRITCHARD THE ELDER WAS A SON OF JAMES PRITCHARD OF DERBY, CONNECTICUT. AS A PROMINENT LOYALIST AND VETERAN CAPTAIN OF THE REGIMENT OF KING'S RANGERS HIS CAREER, BOTH PRIOR TO AND FOLLOWING ON HIS SETTLEMENT IN GASPESIA, WAS DRAMATIC AND COLOURFUL. (REF.-"GASPÉ OF YESTERDAY"-[1] CLAIMS OF THE LOYALISTS OF BAY CHALEUR. SPEC 3 FEBRUARY 1982. [2] PROCURATION OF CAPT. AZARIAH PRITCHARD THE ELDER TO RECOVER LOST LOYALIST LANDS. SPEC. 05 NOVEMBER 1985)

THIS GLIMPSE OF THE TIMBER TRADE OF 1809, AS AFFORDED BY THE DEED OF JAMES VOYER, N.P., IS A REMINDER OF THE GREAT NATURAL RESOURCE OF THE GASPESIAN FOREST AND ITS PLACE AS A SIGNIFICANT FACTOR IN THE ECONOMY OF THE DISTRICT OF GASPÉ.

BARGAIN AND SALE BY HENRY O'HARA TO JOHN WHITFIELD

On the eleventh day of November in the Year of Our Lord, one thousand eight hundred and nine, Before us the undersigned notaries public duly commissioned as such for the Province of Lower Canada, dwelling in the City of Quebec in the said Province, personally came and appeared Mr. Henry O'Hara of Gaspé in the Bay of Chaleur, Merchant, of the one part and Mr. John Whitfield of the City of Quebec, Merchant, of the other part. Who, respectively covenanted and agreed to and with each other, in manner and form following, that is to say;

The said Henry O'Hara for and in the consideration and at the prices herein undermentioned acknowledged to have bargained and sold, and by these presents doth bargain and sell, unto the said John Whitfield Six Hundred Tons of good, sound and merchantable squared Pine Timber -Five Hundred Tons of which to be White Pine and One Hundred Tons to be Red; and none of which to be under twelve inches and none above twenty inches thick; Item Forty **ords** of Cedar Lathwood and from sixty to seventy pieces of fresh cut Black Spruce Spars, each to measure on average from forty to sixty feet long and ... inches diameter at the smallest end. The whole of which said Timber, Spars and Lathwood to be of superior quality and subject to inspection according to the Laws and Regulations of this Province made and provided for regulating the sale and delivery of Timber, and to be delivered unto the said John Whitfield on and in the Harbour of Bonaventure in the River Bonaventure in the said Bay of Chaleur at such tim or times as the said John Whitfield, his administrators or assigns shall demand the same and a delivery thereof in ult. the ensuing Spring.

In Consideration whereof the said John Whitfield for himself, his Heirs, Executors, administrators and assigns did and doth hereby promise, covenant and agree to pay, or cause to be paid well and truly unto the said Henry O'Hara, his Heirs, Executors, administrators and assigns, at and after the following rates and prices, that is to say, at and after the rate of six pence per cubic foot for the White Pine and the Red Pine, twenty five shillings

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per cord of six and one half feet long, eight feet wide and four feet high, for the lathwood and twenty shillings a piece for each of the Spruce Spars to be delivered as aforesaid, all current money of this said Province.

And the said Henry O'Hara doth also sell unto the said John Whitfield Twenty one pine, sound, fresh cut and merchantable Northway Spars of the following dimensions, that is to say;

Three of forty eight feet long each and to be twelve inches diameter;

Three Ditto to be fifty feet long and thirteen inches diameter each;

Three Ditto to be fifty four feet long by fourteen inches diameter each;

Three Ditto to be fifty seven feet long and fifteen inches diameter each;

Three Ditto to be sixty feet long and sixteen inches diameter each;

Three Ditto to be sixty three feet long and to be seventeen inches diameter each;

And three Ditto to be sixty feet long and eighteen inches diameter each.

The diameter of which said several Spars to be taken at about one third part of each Spar from the Butt or largest end thereof.

The one of the first description of which to be paid for at the rate of Two Pounds five shillings currency each;

Those of the second, the rate of Three Pounds each;

Those of the third, the same rate of Three Pounds each;

Those of the fourth at the rate of Five Pounds each;

Those of the fifth at the rate of Seven Pounds, ten shillings each;

Those of the sixth at the rate of Seven Pounds, fifteen shillings each;

And those of the seventh description at the rate of Nine Pounds each.

Payable as follows, that is to say - Three thousand minots of coarse salt by the said John Whitfield to be delivered to the said Henry O'Hara, or order, in the aforesaid Harbour of Bonaventure

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and to be accounted for to him in part satisfaction of the consideration money of the above and now bargained Goods at the rate of two shillings and two pence currency per minot; Two Hundred Pounds in assorted Dry Goods to be by him delivered unto the said Henry O'Hara, or order, in the said Harbour of Bonaventure, and the remaining sum, or consideration money in Cash or in good Bills of Exchange on London at ninety days sight, to be paid or delivered by the said John Whitfield, his administrators or assigns when, and as soon, as all the aforesaid bargained Goods and premises shall have been well and truly delivered as aforesaid.

And for the due performance of all and every the covenants and agreements aforesaid, the said parties bind themselves each unto the other in the penal sum of Five Hundred Pounds current money of the said Province, to be well and truly paid by the party failing to the party performing or willing to perform the same according to the true intent and meaning thereof. And did and do hereby make election of their domiciles as follows, that is to say, the said Henry O'Hara at the House and Office of James Voyer, one of the undersigned Notaries and the said John Whitfield at the House of John William Woolsey, in the said City of Quebec.

Thus done and passed at Quebec in the Office of James Voyer, one of the undersigned Notaries, the Day, Month and Year first above written.

In Witness thereof the said parties have unto set their hands in the presence of us, the said Notaries, who have also to the same set and subscribed our names in Faith and Testimony of the premises.

(Signatures)

Hy. O'Hara

John Whitfield

Jas. Voyer, N.P.

Chas. Lagorce, N.P.

On the fifteenth day of November in the Year of Our Lord one thousand eight hundred and nine, Before us, the undersigned Notaries Public duly commissioned as such for the Province of Lower Canada, dwelling in the City of Quebec in the said Province, personally came and appeared Henry O'Hara, Esquire, named in the foregoing Contract or Bill of Sale, of the one part, and Azariah Pritchard of New Richmond and Town in the County of Gaspé, of the other part -

Who respectively declared, admitted and acknowledged to and with each other in manner and form following, that is to say,

The said Henry O'Hara, for **valuable consideration** unto him well and truly paid, at or previous to the execution hereof, did and doth hereby assign, transfer and set over unto the said Azariah Pritchard, also present before us, the said Notaries, and accepting hereof to himself, his executors, administrators and assigns, all the profits, benefits and advantages which shall or may result to the said Henry O'Hara in and upon the Contract, Sale or Agreement by him done, **executed**, made and performed to and with John Whitfield, also named in the said Contract, in and by virtue and execution thereof. To have and to hold all and every the said profits, benefits and advantages unto him, the said Azariah Pritchard, his executors, administrators or assigns, to his and their proper use and behoof forever.

This Sale and assignment by the said Henry O'Hara to the said Azariah Pritchard made for and in consideration of the sum of five shillings currency which the said Henry O'Hara did and doth hereby acknowledge to have received of and from the said Azariah Pritchard at or previous to the execution hereof, the receipt whereof is hereby acknowledged; and in the further consideration that the said Azariah Pritchard shall and will well and truly perform, do, fulfill, accomplish and execute all and every the engagement, clauses, conditions, matters and things which in and by the said Contract, Bill of Sale or agreement are and ought to be done, executed and performed on the part of the said Henry O'Hara, his executors, administrators or assigns, in and by the same.

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Thus done and passed in the City of Quebec aforesaid the Day,
Month and Year first above written.

In Witness whereof the said Henry O'Hara and Azariah Pritchard
have to these presents set and subscribed their names in the
presence of us, the said Notaries, who have also to the same
set and subscribed our names in Faith and Testimony of the
premises, having first duly read to them, according to Law.

(Signatures)

Henry O'Hara

Azariah Pritchard

Jas. Voyer, N.P.

Chas. Lagorce, N.P.