

GASPE' OF YESTERDAY

EARLY NEW RICHMOND RESIDENTS SELL
AND EXCHANGE PROPERTY.

Real estate transactions of Azariah Pritchard, Sr.,
Duncan Robertson, John Paine Dimock, John McMartin,
John Hickey, Richard Nevison, et al.

KEN ANNETT

EARLY NEW RICHMOND RESIDENTS SELL AND EXCHANGE PROPERTY

FOREWORD

Because the District of Gaspé was relatively late in having the services of resident Public Notaries, the record of land sales and exchanges in the period following the Loyalist settlement of 1784 are sketchy and dispersed. A systematic review of the notarial deeds held by the Quebec Archives is revealing a number of such early transactions, especially for those Gaspesians who travelled to Quebec City and sought out the services of the notaries public who were resident there,

Three such deeds, involving several well-known persons of early New Richmond, are presented below.

Of the personalities involved Capt. Azariah Pritchard, The Elder, will be familiar to readers of this GASPÉ OF YESTERDAY series. The daughter of his first marriage was the wife of John Paine Dimock. Duncan Robertson, like Capt. Azariah Pritchard, was a veteran soldier of the War of the American Revolution. Reference is made to Joseph Cormier, John Gilker, Capt. John Drake and John Hickey in the fine publication, CASCAPEDIA BAY HERITAGE - A HISTORY OF NEW RICHMOND AND ENVIRONS. 1980. Richard Nevison was widely known in Gaspesia as a prominent merchant-trader.

SALE BY AZARIAH PRITCHARD (SR.) IN FAVOR DUNCAN ROBERTSON.

13 NOVEMBER 1795

Before the Public Notaries hereunto subscribing for the City of Quebec and Province of Lower Canada personally came, appeared and were present Richard Nevison of New Carlisle in the Bay of Chaleurs, in the Province aforesaid as the Attorney for Azariah Pritchard of the District of Gaspee in the said Province, of the one part and Duncan Robertson of New Richmond in the said Bay of Chaleurs, Farmer, of the other part.

Whereas by an agreement made and granted sous seing privé by and between the said Azariah Pritchard and Abel Learned of Cockburn in the Colony of New Hampshire, one of the United States of America, it was covenanted and agreed among other things that when they, the said Azariah Pritchard and Abel Learned had obtained a Grant of a ceertain Township of Land known by the name of Oulney, situate, lying and being between the Rivers Chaudière and St.Francois, for which they had preferred a Petition to the Government of the Province of Lower Canada, they should be equally concerned in it, share and share alike, as in and by said agreement bearing date the thirteenth day of December in the Year of our Lord one thousand seven hundred and ninety two, deposited in the Office of Charles Stewart, one of the Subscribing Notaries - reference being thereunto had may more fully appear (sic)

And Whereas also by another agreement made and passed before the said Charles Stewart and his associate bearing date at Quebec aforesaid in this Province of the eighth day of July one thousand seven hundred and ninety three, also remaining of record in the Office of the said Charles Stewart, it was further covenanted and agreed upon, by and between the said Azariah Pritchard and Abel Learned that all future expenses that might accrue or be incurred in any manner of ways, touching and respecting the said Township should be equally borne and sustained between them -

Now these presents Witness that the said Richard Nevison as the Attorney of and for Azariah Pritchard for the Consideration hereinafter mentioned hath Granted, bargained, sold, assigned

and set over and hereby Doth Grant, bargain, sell, assign and set over all his right, title, interest, share and concern in the said Township of Oulney unto Duncan Robertson of New Richmond for the sum of Ten Spanish Dollars, counted down and Delivered by the said Duncan Robertson to the said Richard Nevison in the presence of us, the said Notaries, the receipt whereof is hereby acknowledged and of the same and every part thereof the said Richard Nevison doth acquit, release and discharge the said Duncan Robertson, his Heirs and assigns forever.

To have and to hold unto him, the said Duncan Robertson, the one-half share of the said Township of Oulney in as full, ample and beneficial manner as the daid Azariah Pritchard might, could or ought to have held and enjoyed the same; the said Richard Nevison, as Attorney aforesaid, hereby promising and engaging to Warrant and defend the said Duncan Robertson in the quiet and peaceable possession of the one-half share of the said Township and the one-half share of all the emoluments and privileges, advantages and immunities thereunto appertaining and belonging.

And further the said Richard Nevison for and on the part and behalf of the said Azariah Pritchard doth hereby covenant, promise and agree to and with the said Duncan Robertson that when the Patent for the said Township is obtained, he, the said Azariah Pritchard, or some other person or persons invested with his power, shall make, execute and deliver such further or other Act or Acts, Deed or Deeds, which he, the said Duncan Robertson, or Counsel learned in the Law, may deem needful and necessary for the more ample and effectual assigning and assuring all the right, title, claim and interest of him, the said Azariah Pritchard, of, in and to the one-half share of the said Township.

And it is further covenanted between the said parties that they shall defray all subsequent expenses regarding the said Township equally between them, the said Abel Learned and Duncan Robertson.

Thus Done and Passed at Quebec aforesaid in the Office of the said Charles Stewart this thirteenth day of November, 1795, in the forenoon of the said day, the said parties having to this minute set and subscribed their names, being previously read over in their audience pursuant to Law, and deposited in the Office of the said

Charles Stewart, William Vondenvelden of the City of Quebec being also present as the Attorney of the within named Abel Learned and, on his behalf, accepts of the said Duncan Robertson in lieu and stead of the said Azariah Pritchard.

(Signatures) Richard Nevison, Atty for Az. Pritchard.
Duncan Robertson
Willm Vondenvelden, Atty for Abel Learned.
Chas. Stewart, N.P.
A. Dumas, N.P.

APPENDED TO THE DEED ABOVE IS POWER OF ATTORNEY BY AZARIAH PRITCHARD TO RICHARD NEVISON DATED 10th DAY OF OCTOBER, 1795.

EXCHANGE BETWEEN DUNCAN ROBERTSON AND JOHN McMARTIN - 1801

On the sixteenth day of September in the Year of Our Lord one thousand eight hundred and one, Before the subscribing Notaries of this His Majesty's Province of Lower Canada by Lawful authority duly admitted and sworn, dwelling in the City of Quebec, personally came and appeared Mr. Duncan Robertson of the Bay of Chaleurs in the Province of Lower Canada of the one part and Mr. John McMartin, also of the said Bay of Chaleurs of the other part-

Whereas The Land Committee of the said Province of Lower Canada has recommended the said Duncan Robertson for the grant of a certain lot of Waste Land in the Township of Hinchbrook known and distinguished by the name and number; that is to say Number Three in the first concession of the said Township of Hinchbrook, as will more fully appear by a Extract from a Report of a Committee of the whole Council dated the Eighteenth of December one thousand seven hundred and ninety five -

And Whereas the said John McMartin has taken up the right and title of Capt. John Drake, late of the Bay of Chaleurs in the said Province of a certain Lot of Waste Land in the Seigneurie of Richmond in the Bay of Chaleurs in the aforesaid Province, known and

distinguished by lot number Twenty-five, consisting of one hundred and five acres and two perches, as will more fully appear by a Certain Letter signed John Collins, Deputy Surveyor General, bearing date of the Twenty first day of May in the Year one thousand seven hundred and eighty seven, giving authority to the said John Drake to settle and improve the said Lot -

And Whereas the said John McMartin, since the said John Drake's absence from the Bay of Chaleurs has made the necessary Improvements, Surveys and roads on the said Lot, sufficient to enable him to obtain a Grant or Concession for the aforesaid Lot.

NOW THEREFORE KNOW ALL MEN - in the presence of the subscribing Notaries that the said parties to these presents have transferred, exchanged and delivered over, and by these presents do mutually and reciprocally exchange, each unto the other, for several good and valid considerations to them known, all the Right, Title, Interest, claim of demand which they may have with two Lots of Waste Land herein more fully specified and set forth.

Thus done and passed at Quebec in the Office of John Jones Junior, one of the subscribing Notaries, on the day and year first above written. The said parties have to these presents first set their hands with us, the said Notaries.

(Signatures) Duncan Robertson
John McMartin
John Jones Jr. N.P.

SALE BY JOHN HICKEY TO JOHN PAINE DIMOCK - 1811

On this twenty-first day of September in the Year of Our Lord one thousand eight hundred and eleven at ten of the clock in the forenoon, Before John Jones, Notary Public, of this His Majesty's Province of Lower Canada, by lawful authority duly admitted and sworn, dwelling in the City of Quebec in said Province, and the Witnesses hereunto subscribing, personally came and appeared John Hickey of the Inferior District of Gaspé and Township of New Richmond

who, for the Consideration herein set forth and expressed, did acknowledge and confess to have granted, bargained, sold, aliened, conveyed and confirmed and by these presents doth grant, bargain, sell, alien, convey and confirm unto John Paine Dimock, also of New Richmond, Inferior District of Gaspé, Province of Lower Canada, also present before said Notary and Witnesses and accepting hereof for himself and his Heirs and assigns -

That is to say, two Lots of Land situate, lying and being in the Township of New Richmond in the Inferior District of Gaspé, consisting and containing about Two Hundred acres of Land, bounded in front by the Water of Bay des Chaleurs, in the rear by the Waste Lands of the Crown, on the West side by the property owned and possessed by Joseph Cormier, on the East side by a Lot owned and possessed by John Gilker, Esquire, together with the dwelling house, Barn and Store and all other Buildings erected thereon, also all Improvements and fishing ground belonging to the premises and all the Estate, Right, Title, Property, Interest, Claim and Demand whatsoever of him, the said John Hickey, of, in, to and out of the said Lot or Lots of Land and premises hereby Granted, bargained and sold and intended so to be and every part and parts, parcel and parcels thereof.

To have and to hold the said Lots of Land and premises hereby granted, bargained and sold, with the appurtenances, unto the said John Paine Dimock, his Heirs and assigns forever. SUBJECT NEVERTHELESS to the Terms, Conditions, Provisoos, Limitations, Restrictions and Reservations contained, or which will be mentioned in the Letters Patent of the said Lots of Land and premises.

The present Sale, Transfer and Conveyance made for and in Consideration of the Sum of Two Hundred and fifty pounds of good and lawful currency of the Province of Lower Canada, of which said Sum the said John Hickey acknowledges hereby to have received of and from the said John Paine Dimock the Sum of One Hundred pounds in hand, well and truly paid and delivered, of and from which Sum the said John Hickey doth by these presents acquit and forever discharge the said John Paine Dimock, his Heirs, Executors, Curators and administrators, and as to the Sum of One Hundred and fifty pounds, the remainder of the said Consideration or purchase

money, the said John Paine Dimock doth hereby bind and oblige himself, his Heirs, Executors, Curators, administrators and assigns to pay to the said John Hickey, his Heirs, Executors, Curators, administrators and assigns in three yearly equal payments, as follows; that is to say, Fifty pounds currency aforesaid on the first day of October which will be in the year of Our Lord one thousand eight hundred and twelve - a further and like sum of Fifty pounds on the first day of October which will be in the Year of Our Lord one thousand eight hundred and thirteen and the remainder, being the Sum of Fifty pounds on the first day of October which will be in the year of Our Lord one thousand eight hundred and fourteen, without Interest to the last mentioned date -

And for the better securing the payment of the aforesaid Sum of One Hundred and fifty pounds currency aforesaid at the Times and in the manner herein before stipulated and expressed, and for the performance of the covenants herein contained, on the part of the said John Paine Dimock to be performed and fulfilled, the said did and hereby doth bind, mortgage and hypothecate generally all his property, real and personal, moveable and immoveable, which he owns or may hereafter acquire AND SPECIALLY, by privilege and preference the Lot or Lots and premises herein before described and sold, without that the said general and special mortgages shall derogate the one from the other.

FOR THUS AND PROMISING AND BINDING AND DONE AND PASSED at Quebec in the Office of John Jones, the day, month, and year first above written, the said John Hickey and John Paine Dimock having to these presents, first duly read according to Law, the said John Hickey and John Paine Dimock have put and subscribed their Names hereto in the presence of the undersigned Public Notary and Witnesses; who have also set and subscribed their names in Faith and Testimony of the premises.

(Signatures)

John (X) Hickey
 John Paine Dimock
 John Jones, N.P.
 John Patterson, Witness
 Noah Shaw , Witness.

THE SIGNATURES OF PERSONS INVOLVED IN ABOVE DEEDS -

Witnes

Witness

William Mary
Geo. Hepler

Agrieth Puthover

Witnesses

John Patterson

Noah Shaw

John ^{his} Hickey

mark
John Paine Dimoth

John Jones

not pub

The said parties have been present
with the said Notary

Dimon Robert & Co
John McMarlin

John Jones Junr Not Pub

Richard Morrison Notary for the State

Dumaine Peterson

Well bonded helden Gally for Abel
Learned

Cha Stewart
Not Pub

A Duma
not pub