GASPÉ OF YESTERDAY

GASPESIANS WIN NOTABLE LEGAL CASE IN 1822 BEFORE THE COURT OF KING'S BENCH.

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The landmark legal case brought by George Arnold, Québec Merchant, as Plaintiff, versus the Gaspé firm of Merchant-Traders with John, George, Felix and James Boyle and Richard Annett as Co-partners, the Defendants

and

the related legal victory of Notary Public L.T. MacPherson, Plaintiff, versus George Arnold, the Defendant, in 1823, for Defamation of Character by malicious declaration.

KEN ANNETT

GEORGE ARNOLD, PLAINTIFF, VERSUS JOHN BOYLE AND OTHERS, DEFENDANT.

SOME BACKGROUND

One hundred and sixty-five years ago the legal and business circles of Québec City and the families of distant Gaspé Bay were agog over a case before the 1822 Term of the Court of King's Bench of the District of Québec. The case of ARNOLD VERSUS BOYLE AND OTHERS had its origins in a rather routine notarial deed by L.T.MacPherson, N.P. for the payment of business obligations by the Gaspé Bay firm of Co-partners John, George, Felix and James Boyle and Richard Annett to the Québec City Merchant, George Arnold. Tension between the parties to this Deed had escalated with the arrest and imprisonment of George Boyle at the instigation of George Arnold and the conflict had burst into flame, publically, with formal challenge by Arnold to the integrity and veracity of the Notary Public, L.T.MacPherson.

The Gaspé men involved were capable and successful sons of pioneer English/Scottish settlers on the shores of Gaspé Bay. They were shipbuilders, mariners, whalers and merchant-traders, forming a tight-knit fraternity of entrepreneurs. The Boyle brothers held their lands on the South-West Arm of Gaspé Bay. Richard Annett, their brother-in-law, was a son of the Peninsula family of William and Elizabeth Siddon Annett. In a single generation the nine sons of the Boyle and Annett families had a remarkable impact on the economic and social life of the Bay of Gaspé.

L.T.MacPherson, N.P., whose Deed of Obligation was challenged by George Arnold at the heart of this case was a son of that well-known Gaspesian, Daniel MacPherson, a contemporary of Charles Robin in the Gaspé Fishery. In consequence of testimony by Arnold in the case versus JOHN BOYLE AND OTHERS, MacPherson sued Arnold for Defamation and Character in 1823 and won his case.

The evidence from witnesses in these respective actions provides a unique view of life in Gaspé back to the year 1792.

THE CASE OF GEORGE ARNOLD, PLAINTIFF, VERSUS JOHN BOYLE AND OTHERS, DEFENDANTS,

ARGUED AND DETERMINED IN THE COURT OF KING'S BENCH FOR THE DISTRICT OF QUEBEC IN THE TERM OF APRIL,1822.

This was an Action upon a Note of hand made by the Defendants in favor of the Plaintiff for the Sum of Three Hundred and Twenty Six Pounds, fifteen shillings and two pence, to which the Defendants pleaded the general issue and also a Plea of Temporary Exception, and a Plea of Perpetual Exception.

By the Plea of Temporary Exception the Defendants pleaded, "that the promissory Note and supposed promises and undertakings in the said Declaration mentioned, if any such were at any time made, were jointly made with one Richard Annett, a Co-partner in Trade with the above mentioned Defendants, who was still living, to wit, at Gaspé in the Inferior District of Gaspé, and not by them the said John Boyle, George Boyle, Felix Boyle and James Boyle alone."

By their Plea of Perpetual Exception the Defendants pleaded, "that heretofore, to wit on the seventeenth day of November One Thousand eight hundred and nineteen, at the City of Québec aforesaid, they, the said John Boyle, George Boyle and Felix Boyle, acting as well for themselves as for the said James Boyle and one Richard Annett, their Co-partners in Trade, carrying on business under the firm, JOHN BOYLE AND BROTHERS, by a certain Notarial Act or Instrument, in writing (an authentic Copy whereof was therewith fyled) bearing date the day and year aforesaid at Québec aforesaid, duly made and executed before M'Pherson and Confrère, Notaries Public, for the causes and considerations therein mentioned, did acknowledge themselves to owe and be indebted to the said George Arnold, and did also then and there by reason thereof undertake and oblige themselves and their said Co-partners, the said James Boyle and Richard Annett, their respective Heirs and Assigns, jointly and severally (Solidairement) to pay to him the said George Arnold (then and there personally present and accepting thereof) the sum of Three Hundred and Twenty Six Pounds, fifteen shillings and two pence current money of this Province, that is to say;

one just moiety or half thereof, with legal interest thereupon, on the first day of November in the year One Thousand eight hundred and twenty and the other moiety or half thereof on the first day of November in the year One Thousand eight hundred and twenty-one, they, the said John Boyle, George Boyle and Felix Boyle thereby, then and there, mortgaging and hypothecating all the property amd Estate, real and present and to come, of them the said John Boyle, George Boyle, Fdlix Boyle, James Boyle and Richard Annett -

For securing to him, the said George Arnold, the payment of the said sum of money and interest, at the periods and in the manner above-mentioned, and the better to secure to him, the said George Arnold, the said Sum of Money with interest thereupon, James M'Callum Sr.,of the said City of Québec, Merchant, did, in and by the said Notarial Act or Instrument in writing, also bind and oblige himself 'solidairement' with the said John Boyle. George Boyle, Felix Boyle, James Boyle and Richard Annett, as upon reference to the said Notarial Act or Instrument would more fully appear, which said Notarial Act or Instrument had not, since the making and executing thereof, been cancelled, revoked or annulled, but still remained in full force and effect.

And the said George Boyle, John Boyle, Felix Boyle and James Boyle in effect said that the said sum of money in the said Notarial Agreement or Instrument mentioned was the same identical sum of money or debt specified in the said promissory note, in the declaration in the said cause fyled, and upon which the said action was instituted and that no new consideration of any kind or description had at any time been made, given or allowed by him, the said George Arnold to them, the said John Boyle, George Boyle, Felix Boyle and James Boyle, for and in consideration of the said promissory note, but that the same (if any such existed) were at any time made, which the said Defendants nevertheless denied, had been unduly, unjustly and wrongfully obtained from George Boyle, one of the Defendants in the said cause, by the said George Arnold, and that the same was to all intents and purposes null and void at Law. By reason whereof the said action could not be maintained,

inasmuch as the action of him, the said George Arnold, (if any he had against the said Defendants, which nevertheless the said Defendants denied) ought by Law to have been instituted upon and in virtue of the said Notarial Act or Instrument in writing, above mentioned."

To these Pleas the Plaintiff (Arnold) filed general Replications - He also filed a Petition alledging that no Intrument, as stated in the Defendants last mentioned Plea, was ever executed by him, that the Copy filed in the cause was a false Copy and praying that the Defendants might be ordered within a certain time to declare whether they intended to avail themselves of the said, pretended Act or Instrument.

The Defendants having thereupon declared that it was their intention to avail themselves of the said Instrument, the Plaintiff filed a formal "INSCRIPTION EN FAUX" and obtained an Order upon L. MacPherson. Esquire, the Notary Public, before whom the said Instrument purpoted to have been executed, to produce and file the original thereof, which he accordingly did.

The Plaintiff then alledged and propounded as "MOYENS DE FAUX" the causes, matters and things following, that is to say :-

"That they, the said Respondents, heretofore to wit on the seventeenth day of November, 1819 were insolvent and unable to pay their just debts and being so insolvent they, the said Respondents, on the day and year aforesaid, at Québec, wickedly and fraudulently intending and contriving to injure the said party complainant, did execute and carry into effect the following false and fraudulent acts, deeds and transactions to the great and manifest injury and damage of the said party complainant, and without his knowledge and consent, they, the said Defendants, under several false pretences, and as they alledged and intended, to induce the other Creditors of them, the said Defendants, to give and grant them a term of two years for the payment of their respective debts, did procure the said L.T.MacPherson to draw and prepare or cause and procure to be drawn and prepared, the said alledged Act or Instrument, then purpoting to be a Bond or Obligation, as well in favor of the Party Complainant, Robert Richardson, John Macnider and Co., Jean Huot,

Pierre Doucet, Ann Sprowl and James Hunt, whose names and signatures appear to have been set and subscribed thereto, as in favor of John Thompson, acting as well for himself as for and in the name of William Thompson, his Co-partner, trading under the firm of John and William Thompson, James Ross, Michel Clouet and William Hall, whose names have been obliterated from the said paper, writing or instrument, whereby they, the said Respondents, should have a delay of two years for the payment of the several sums of money due them to their several Creditors respectively.

That the Party Complainant did set and subscribe his name to the said paper, writing or instrument, but in truth and in fact at the time he so set and subceribed his name and signature thereto the said several persons whose names had since been obliterated therefrom as aforesaid purpoted to be parties thereto, and no unjust preference should be shown to any of the said Creditors of them, the said Respondents, but, on the contrary, mutual and equal rights created and constituted by and between them respectively.

"That although the said paper, writing or alledged instrument ought to have been signed by all the persons purpoting to be Parties thereto, as aforesaid, in order to render the same binding and obligatory upon him, the Party Complainant, yet the names of the said several persons aforesaid, were, after the same had been signed by him, and without his consent and contrary to the intention of the Party Complainant and greatly to his prejudice, struck out and obliterated from the said alledged original "MINUTE" of the said Act or Instrument."

"And the Party Complainant did further say, alledge and propound that since the same had been so signed as aforesaid, the amount for which the said alledged Instrument was to have been given had been falsely obliterated and defaced and the sum of Six Hundred and eighty six pounds, fifteen shillings, put and substituted in the place of Eleven Hundred and thirty pounds, eleven shillings and one half penny, greatly to the prejudice of the said Party Complainant, as aforesaid.

"And the Party Complainant further alledged and propounded that the words alledged to have been struck out of the said writing or pretended Instrument were not authenticated or PARAPHE in the presence of the said Party Complainant or before the same had been signed by him or with his knowledge or consent"

For these causes the Plaintiff prayed that the aforesaid Instrument alledged to have been made and executed before MacPherson and Confrère on the 17th of November, 1819 might be declared to have been falsely counterfeited and fabricated and that the same might be rejected and not received as evidence, but be taken from the record in the said cause.

For answer to the above "MOYENS DE FAUX" the Defendants pleaded:-

First.- That "all and singular the allegations, matters and things in the "MOYENS" contained, except as to the making and signing of the said Act or Instrument by him, the said Complainant, in the presence of the said Notary, were wholly and altogether insufficient, untrue and unfounded in fact.

Second.- That the said Notarial Act or Instrument was full, perfect and entire and had in no wise, since the signing of the same by the said Complainant, been falsified, fabricated or counterfeited, and as such remains and is still in full force and effect with respect to the Complainant and Respondents in this cause.

Third. - That it was apparent by the said Notarial Act or Instrument that the said Respondents, "EN FAUX", far from being insolvent debtors, and, as such, contriving and intending to injure and defraud the said George Arnold, the Complainant "EN FAUX", did by the said Act or Instrument give good, sufficient and approved Security to him, the said Complainant, and to divers others therein mentioned, for the full and entire payment of their several demands against them, the said Respondents.

Fourth.- That the said Act or Instrument contained as many separate distinct and perfect promises, undertakings or agreements

Fourth.- (ctd) as there were parties, Creditors of the said Respondents, each agreement perfect in itself and independent of the others.

Fifth.- That the obliterations in the said Act or Instrument were immaterial with respect to the said Complainant and did not invalidate or annul the agreement between them, the Complainant and R spondents, the said Act or Instrument remaining in every respect as when executed, as far as the same related to them, the said Complainant and Respondents.

Sixth.- That no letter, word, sentence, clause or stipulation of any kind, sworn in the said Act or Instrument, had been obliterated, expunged or altered, whereby the nature or substance of the agreements, undertakings or engagements entered into between the said Parties to the said Act or Instrument, had been altered or changed, either to the advantage of them, the Respondents or to the prejudice of the said Complainant, who was still in full possession and enjoyment of all the rights, benefits and advantages, in virtue of the said Act or Instrument, which by the execution thereof he intended to have, possess and enjoy.

The Respondents prayed, in consequence, that the "MOYENS DE FAUX" of the said Complainant, by him filed, might by the Judgment of the Court be declared irrelevant and altogether insufficient to enable him, the said Complainant, to have and obtain the conclusions of the said "MOYENS DE FAUX" and that the said inscriptions "EN FAUX" might be dismissed with costs.

To these answers a general Replication was filed by the Plaintiff and the Parties went into Evidence upon these several issues.

The following witnesses were called to testify:-

. JAMES ROSS, Québec City Merchant.
, JEAN HUOT. A Creditor of the Defendants.
. COLIN M'CALLUM. A Clerk in the firm of James M'Callum Co.
. MARTIN SHEPPARD. Student "en Droit" in the Office of Mr.M'Pherson.

. GEORGE WHITFIELD. Clerk for Mr. Languedoc.
. JOHN ROBERT ROBINSON. Clerk for the Plaintiff.
. JOHN MOUNT. Clerk for James Ross Co.
. RICHARD DALLOW. Tailor.
. E.B.LINDSAY. Student "en Droit" in the Office of Mr.M'Pherson.
. BENJAMIN RACEY. Québec City Merchant.
. ROBERT RICHARDSON. Québec City Merchant.
. JAMES LAMPRIERE MARETT, Québec City Merchant.
. CAPTAIN LOUIS BRULOT. Mariner

While the complete testimony of these witnesses is on public record it is beyond the scope of this article to present it all here. In terms of particular interest to the "GASPE OF YESTERDAY" reader, the following items of testimony have been selected:-

RICHARD DALLOW, Age 43, City of Québec, Tailor. "I have known John and George Boyle since 1809...after the said George Boyle was let out of prison, after having been arrested by the Plaintiff, he (George Boyle) told me then that he had been confined at the suit of the Plaintiff but that the Plaintiff would probably lose his cause as he had omitted to put into his "DEMANDE" one of the co-partners - he told me that one, Richard Annett, was a partner of the firm of JOHN BOYLE AND BROTHERS...
...I have never had any dealings with the Messrs Boyles and Co-partner but on their separate and private acccounts only, and that too only in the articles of my line of business as Merchant Tailor...I know Annett."

JAMES LAMPRIERE MARETT, Age 49, Québec City Merchant.

"I know the Plaintiff and John, George, and Felix Boyle, three of the Defendants in the cause...I know also one, Richard Annett. I have been in the habit of doing business at the Bay of Gaspé since the year 1792. I have known the firm of JOHN BOYLE AND BROTHERS since the year 1814. I have dealt with them to a considerable extent. I know the firm to consist of John Boyle, George Boyle, Felix Boyle and James Boyle and the said Richard Annett; and I think it has consisted of these persons since 1814. Annett is a brother-

-in-law of the Defendants; he has taken an active part in that firm since I have known him to be of the firm. I think I have seen him in Québec (City) once or twice...
(ON CROSS EXAMINATION)

The Boyles and Annett himself informed me that Annett was a partner of that firm more than three or four years past. I have been in habits of friendship and personal intimacy with the Defendants ever since they were children... The four Boyles live together with their mother on a farm which I believe is their joint property in Gaspé and is cultivated by them jointly. They build boats and schooners for themselves, fish for whale, cod-fish and salmon, which is their business. The produce of the fishery is generally brought to Québec where they generally provide themselves with their outfits and in purchasing goods which they take down and sell to their neighbours...they are also employed in the wrecking business...they were concerned (in 1814) in taking goods out of the MINERVA wreck, Jackson, Master and from another wreck coming to Mr.Brown the same year. The Boyles were then in Québec and I observed to them that it was a pity that they were not there (at the wreck site) to render assistance to that vessel; when I was informed that Felix Boyle and Richard Annett were there, and were perfectly able to do what was necessary, being partners of the Boyle firm..."

LOUIS BRULOT, Age 31, Point Levy, Mariner.

"... I know one, Richard Annett. I am Master of a schooner belonging to Jas. Ls. Marett. I have, for the last 10 years, performed voyages yearly from here to Gaspé. I often saw all the Defendants at Gaspé and also the said Richard Annett. There were five - John, George, Felix and James Boyle and the said Richard Annett-partners there. Mr. Annett told me he had been in partnership with the Boyles since 1815 and that he was so still. That firm has been there generally known for many years and even previously to 1819 its trade consisted in the Whale, Cod and Salmon fishery. Mr.Annett, in the name of and for the firm, has every year since 1818 put on my schooner oil for Québec. Annett is a brother-in-law of the Messrs Boyle...whenever I had goods or letters for that firm

I delivered them to either of the parties without distinction. They transact their usual business in the same "CHAUFFAUX" and "SIGNEAU" and they have two vessels which go upon the whale fishery. Mr.Annett is in the vessel called the ANNABELLA, which belongs to the firm and which, I think, was built by it.
I was formerly acquainted with Thomas Boyle, now actually deceased. I cannot recollect in what year he died. [Ref.-"THE DAVIS FAMILY OF GASPE", SPEC. 16-10-80 (Part I) "ELEGY ON THE DEATH OF THOMAS BOYLE" by William Fleming.]
There is no Priest in the District of Gaspé where the Defendants live nor was there an English Minister at that place..."

The case was finally argued on 9th April, 1822 and on 17th April the COURT OF KING'S BENCH pronounced the following Judgment -

LA COUR, APRÈS MURE DÉLIBÉRATION SUR LA DEMANDE EN FAUX INCIDENTE EN CETTE CAUSE, LA REJETTE AVEC DÉPENS.

LA COUR, FAISANT DROIT SUR LES ISSUES LEVÉS ET PARFAITS PAR LES PLAIDOYERES DES PARTIES, SUR LA DEMANDE PRINCIPALE, DÉBOUTE LADITE DEMANDE PRINCIPALE, QUANT À PRESENT, AVEC DÉPENS.

LA COUR, SUR LA MOTION DE MTRE CHRISTIE, PROCUREUR DES DEFENDEURS, LUI ACCORDE DISTRACTION DE FRAIS.

The Judgment was appealed by the Plaintiff but it was upheld in the Appeal Court.

In 1823, as a result of charges made by the Plaintiff in the above case of ARNOLD versus BOYLE AND OTHERS, the Notary Public, L.T. MacPherson sued George Arnold for Defamation of Character by malicious declaration. Again, the proceedings of this interesting case are on public record and provide an interesting glimpse of two of Québec's outstanding lawyers of the time in action - Robert Christie and Andrew Stuart.
MacPherson won the case and was awarded symbolic damages of £ 5.

COPY OF THE NOTARIAL ACT

OF

L.T. MacPHERSON

17 NOV.1819

EVIDENCE BEFORE THE COURT OF KING'S BENCH OF QUEBEC, 1822 TERM, IN THE CASE OF GEORGE ARNOLD, PLAINTIFF, VERSUS, JOHN BOYLE AND OTHERS, THE DEFENDANTS.

[This Act was missing from the records of L.T.MacPherson and was made available to GASPE OF YESTERDAY by the kindness of staff of the ARCHIVES of Québec]

17th November 1819 Obligation

John Boyle & Brothers
in favour of
George Arnold Esqr
Minute

Quebec November 1820
John Boyle & Brothers
to
George Arnold
20 April 1821

On the Seventeenth day of November in the year of Our Lord one thousand eight hundred and nineteen, Before us the undersigned Notaries Public duly admitted and sworn for the Province of Lower Canada, and residing in the City of Quebec in the said Province personally came appeared and were present Messrs John Boyle George Boyle & Richard Arnett Boyle merchants and copartners all of Gaspe in the Province of Lower Canada now in the City of Quebec, acting as well for themselves as for James and Richard Arnett Boyle ~~&~~ the others of their copartners trading under the firm of John Boyle & Brothers, of the first part and George Arnold ~~John Thomson, acting as well for himself as for and in the name of William Thomson his copartner trading under the firm of John & William Thomson James Ross, Michel Eliard~~ Esquire Charles William Ross acting for and in the name of the House or Firm of John Macnider & Co and as one of the partners thereof, Jean Hunt Ewing Bouset,

Ann Sproule merchant, James Hunt cart
maker & Robert Richardson Victualler ~~and~~
~~William Hall Provision Examiner~~ all of the
City of Quebec of the seconds part: whereas
said John Boyle, George Boyle and
Felix Boyle ~~and Richard Annett~~ do
hereby acknowledge & confess themselves #
to be well, justly, and truly indebted unto
the said persons and firms of the second
part for goods, wares, and merchandizes
by them heretofore sold and delivered unto
them the said John Boyle & Brothers
the following sums of money Province
currency that is to say

and the said James Boyle and Richard Annett

J. W. P.
J. B.
F. B.
J. & A. R. R.
C. W. K.
P. H.
~~J. H. B.~~
E. G. A. J.
N. S. [illegible]

For receipt whereof they do hereby acknowledge

J. W. P.
J. B.
F. B.
J. & A. R. R.
C. W. K.
P. H.
J. H. B.
R. R.
A. J.
E. G. [illegible]
N. S.

Unto the said George Arnolds in the sum
of three hundreds and twenty six
pounds fifteen shillings and two pence £326.15.2
~~Unto the said John & William Hossa~~
~~in the sum of one hundred and forty~~
~~five pounds ten shillings & seven pence~~ ~~£145.10.7~~
~~& to the said James Boyle in the sum~~
~~of one hundred and twenty seven pounds~~
~~five shillings and one penny half penny~~ ~~£27.5 1/2~~
~~Unto the Boyle attached bound unto~~
carried forward £326.15.2
~~sum of one hundred and six~~
~~pounds seven shillings and four~~
~~£106.7.4~~
Pence

Unto the said Robert Richardson
in the sum of eighty one pounds
nine shillings and three pence 81 . 9 . 3
Unto the said John Mackider Jr.
in the sum of seventy six pounds
ten shillings and seven pence 76 . 10 . 7
Unto the said Jean Hurst in the
sum of twenty nine pounds three
Shillings and four pence 29 . 3 . 4
Unto the said Pierre Doucet
in the sums of seventy nine
pounds six shillings and four
pence 79 . 6 . 4
Unto the said Asm Shonels in the
Sum of twenty eight pounds sixteen
Shillings and four pence 28 . 16 . 4
Carried forward £ 622 . 5 . 0

Unto the said James Hunt in the 622 . 5 . 0
sum of sixty four pounds and
fourteen shillings 64 . 14 . 0
~~Unto the said William Rule in the~~
~~sum of sixty four pounds and~~
~~fourteen shillings 64 . 14 . 0~~
Amounting to the sum total of ~~Six~~
~~Hundred and Eighty~~ Six pounds ~~Fifteen~~
~~Shillings and the said sum~~ Dollars
money of the Province of Lower Canada £ 686 . 15 . 0

And which said several and respective
sums of money so due and owing to the
said persons and firms as aforesaid the said
John Boyle, George Boyle, & ~~Felix Boyle and~~
~~Richard Burnett~~ do hereby promise,
bind and oblige themselves and the said
James Boyle, # and their respective Heirs

and Richard Burnett
P. 11 c 8

and assigns jointly and severally Solidairement
under the different renunciations required by
law to pay unto the said respective persons
and firms or their respective heirs or assigns in
manner following that is to say, One just
half of the amount thereof with legal
Interest thereon on the first day of
November in the year one thousand
eight hundred and twenty and the
other half thereof with legal interest as

aforesaid on the like day of November
in the year one thousand eight hundred
and twenty one for all delay. And for
securing the payment of the said respective
sums of money with the Interest which may
grow due and accrue thereon as aforesaid
the said John Boyle George Boyle & Felix
Boyle & Richard Annett do hereby bind
oblige, mortgage and hypothecate generally
all their property present and future, moveable
and unmoveable, and for better securing the
payment of the said several and respective
sums of money at the time and in the
manner aforesaid with the Interest which may
grow due and accrue thereon: to these presents
came intervened and was also present Mr
James McCallum Senior of the City of Quebec
Merchant, who after having had and taken
communication of the premises foregoing did
voluntarily become the surety of them the
said John Boyle, George Boyle, Felix Boyle
James Boyle and Richard Annett (James Boyle) and did

J.M.C. J.B. G.B. F.B. G.A.J. W.K. F.K.R. J.H. G.G. W.D. T.M.C. N.M.

in the presence of us the said Notaries as by these presents he doth promise, binds and obliges himself jointly and severally solidairement with the said John Boyle, George Boyle, Felix Boyle, Richard Jennett and James Boyle under the renunciation an bénéfice de division but without renouncing au bénéfice de discussion which it is hereby agreed shall enjoy its full force and effect in favour of the said James McCallum for the payment of the said several and respective sums of money with interest thereon at the times and in the manner herein before mentioned stipulated, the said several parties of the second part or Creditor herein before named for using due diligence for the recovery of the same from the said John Boyle, George Boyle, Felix Boyle, Richard Jennett and James Boyle

And the said several parties of the second part herein before named acting as aforesaid do hereby accept of all and every of the premises forgoing.

And for the due and authentication of these presents the said John Boyle, George Boyle, Felix Boyle and Richard Jennett for themselves and the said James Boyle do hereby mention Election of domicile irrevocable at the residence of the said James McCallum Senior in the City of Quebec

420 × Thus done and passed at the said City of Quebec in the Office of L. T. MacPherson one of us the said Notaries on the day and year first above Written. In Faith and Testimony whereof the said several parties hereto acting as aforesaid have to these presents first duly read, set and subscribed their respective names and signatures in the presence of us the said Notaries also hereunto subscribing.

Six marginal notes approved and one hundred and thirty three words struck out are null.

James McCallum John Boyle
Geo Arnold Geo Boyle
R. Robertson
Jas Ward A Sproule
Pierre Doucet Jean Huot
Ed. Glackemeyer N.P. L. T. McPherson N.P.