

GASPÉ OF YESTERDAY

THE STEWART FAMILY FILE

Continuing recall of the Stewart family
of Gaspesia with particular reference to
Peter Stewart Sr. of Escuminac.

KEN ANNETT

THE STEWART FAMILY FILEBACKGROUND

The use of the word "File" in the title of this article of GASPÉ OF YESTERDAY is appropriate in the sense that information on the Stewarts of Gaspesia continues to turn up and be added to the considerable family history already on record.

A number of the previous articles of this series have recalled aspects of Stewart family history in Gaspesia, including:

- . ROBERT AND ANNABELLA STEWART AND FAMILY.
- . THE O'HARA FAMILY OF GASPE.
- . THE SHOOLBRED SEIGNIORY.
- . MEET SOME GASPESIANS OF 150 YEARS AGO.
- . "FORT RAMSAY"- ANOTHER GASPÉ BASIN PROPERTY.
- . THE GASPÉ WHALERS.
- . NEW RICHMOND BUILT.

GASPÉ OF YESTERDAY has maintained contact for the past decade with Donald F. Stewart of Charlottetown, P.E.I., a dedicated searcher of Stewart family history. More recently Earle Lockerby of Mississauga, Ont., a descendant of Chief Justice Peter Stewart of P.E.I., brother of Annabella Stewart, the matriarch of the Shoolbred Seigniory, has kindly shared Stewart family history. Then, in 1987, the Restigouche Genealogical Society through the good offices of Eileen St. Onge and Annette Hynes, reproduced and forwarded some 125 pages of priceless Stewart family records, including those collected by Miss I. Hilda Stewart of Keene, New Hampshire, U.S.A.

Of the immediate family of Robert and Annabella Stewart much has been found and recorded on sons Matthew of Shoolbred, Dugald of Shoolbred and Dalhousie and James of Gaspé Basin. Likewise, we know something of the lives of the sisters of these men, Annabella, wife of Oliver O'Hara and Mary Sophia, the maiden "aunt" of Shoolbred. Where an air of mystery persists with this family is in the rather vague record of another, unnamed sister of Annabella and Mary Sophia, said to have married a "Mr. Stuart" of Gaspé and to have had a daughter

who grew up to marry "Judge McCallum" of Quebec. The known facts are that Henry O'Hara of Gaspé Basin, son and heir of Felix O'Hara, married a Miss Mary Stuart (Stewart) and that their daughter, Helen Maria, born in 1809, grew up to marry Duncan McCallum of the noted Quebec City family of McCallum. Search continues to identify the Mary Stuart, wife of Henry O'Hara, and GASPÉ OF YESTERDAY will greatly appreciate any information readers may have. Helen Maria O'Hara and Duncan McCallum were married at Gaspé in 1835. Mrs. Mary Stuart O'Hara died in 1838 and was buried at Gaspé Basin by the Rev. William Arnold the Rector of St. Paul's Anglican Parish of Gaspé.

In another part of the file, the family background of John Stewart of Cox Township (New Carlisle) remains to be documented. John was the husband of Mary McKinnon, daughter of the pioneer settler, Neil McKinnon and his wife, Margaret Sheddon. Of the children of John and Mary McKinnon Stewart of Cox -

- . Charles became the noted whaling captain of Gaspé Basin.
- . Brothers of Charles included John, Adam and Neil Jr.
- . Flora grew up to marry John Ascah of Peninsula.
- . Charlotte became Mrs. James Boyle of the South-West Arm of Gaspé Bay.
- . Margaret married Joshua Beebe
- . Jane became the wife of Adam Brotherton.

We know that John Stewart died about 1830. The Widow Mary McKinnon Stewart remarried in 1832 with Samuel Christie of New Carlisle.

To date it has not been possible to connect John Stewart of Cox with other members of the Stewart family in Bay Chaleur and Gaspé Bay.

Another dimension of the Stewart family file, reflected in this article of GASPÉ OF YESTERDAY concerns Peter Stewart Sr. and Peter Stewart Jr. of the Escuminac-Miguasha area of Gaspesia. As the Deed of Concession by Martin Sheppard, N.P., reproduced below, shows, Peter Stewart, yeoman, of Shoolbred was granted his lands at Escuminac in 1831 by the Widow of the late Matthew Stewart, Seigneur of Shoolbred. The family background of Peter Stewart Sr. has not as yet been established but from his close association with members of the family of Robert and Annabella Stewart it would appear that some family link did exist.

At the same time as Peter Stewart Sr. was granted his Escuminac lands in the Shoolbred Seigniory his contemporaries, George Grant

of Miguasha and Charles Brown of Escuminac were granted lands. In the years that followed the Stewart-Grant-Brown families developed close ties. Records show that Peter Stewart Sr. married Annabella Grant and that the wife of Peter Stewart Jr. was Mary Ann Grant. The wife of Charles Brown was Susanna Grant. In 1830 Peter and Annabella Grant Stewart were Godparents at the baptism of a son of Dugald Stewart and were present subsequently at the marriage of Dugald and Catherine Harquoil Stewart. Other ties from the records include:

- 1835. Peter Stewart Sr. and Peter Stewart Jr. present at the marriage of Daniel McTaggart of Nouvelle and Elizabeth Stewart at Flora's Cove.
- 1835 Baptism of Christiana and Sarah, daughters of Peter Stewart Jr. and Mary Ann Grant, his wife, at Flora's Cove
- 1836 Baptism of Annabella, daughter of Peter Stewart Sr. and Annabella Grant, his wife, at Escuminac.
- 1845 Baptism of Donald, son of Peter Stewart and Annabella Grant, his wife, of Escuminac.
- 1846 Peter Stewart the Godfather at baptism of Charles, son of Charles Brown and Susanna Grant, his wife.
- 1847 Record of baptism of George William Grant Stewart, son of Peter and Annabella Grant Stewart signed by Peter Stewart Sr. and Peter Stewart Jr.
- 1855 Baptism of Flora, daughter of Peter Stewart and his wife, Annabella Grant Stewart. (now deceased)

In the year 1849 Abraham, son of George and Sarah Wood Grant (and brother of Susanna Grant Brown) lost his life tragically while driving logs down the Escuminac River. The Deed which reflected his loss also testifies to the family ties. In this Deed Peter Stewart Sr. of Escuminac, husband of Annabeela Grant, was named Curator with reference to the late Abraham Grant, brother and brother-in-law to Samuel Grant, to Nancy Grant, wife of Elihue Thorpe, to Sarah Grant, wife of Charles McPherson, to William Howe Grant, to Sophia Grant, to Mary Ann Grant, wife of Peter Stewart Jr. and to Christy Ann Grant, wife of John Wall

all of whom were absent from the province, and to Charles Brown, Farmer, of Escuminac and Susanna Grant, his wife.

The Stewart family file has great significance as an integral part of the Gaspesian heritage. From the shores of Gaspé Basin to the estuary of the Restigouche members of the Stewart clan were active and influential in their day and generations. It is the hope of GASPÉ OF YESTERDAY that the gaps in information will be bridged and the Stewart story fully told in due time.



STEWART
CREST

MARTIN SHEPPARD

No.315. 23rd February 1831.

BAIL A CENS OR CONCESSION BY MRS.SOPHIA PRUST, WIDOW OF THE LATE MATTHEW STEWART, ESQUIRE, IN HIS LIFETIME SEIGNIOR OF THE SEIGNIORY OF SHOOLBRED, IN HER OWN NAME AND AS TUTRIX TO THE MINOR CHILDREN ISSUE OF THE SAID MARRIAGE AND ALSO AS EXECUTRIX TO THE LAST WILL AND TESTAMENT OF THE SAID LATE MATTHEW STEWART AND MR. STEPTEN P. STEWART HIS ATTORNEY AS SEIGNIOR OF THE SEIGNIORY OF SHOOLBRED

TO

PETER STEWART

BEFORE THE UNDERSIGNED NOTARY PUBLIC for the Province of Lower Canada, usually residing at New Carlisle and in the presence of the Witnesses hereafter named and hereunto subscribing, personally came and appeared Mrs.Sophia Prust residing at Nouvelle, near Carleton, in the County of Bonaventure in the said Province, Widow of the late Matthew Stewart, Esquire, deceased, in his lifetime Seignior of the Seignior of Shoolbred in the County of Bonaventure aforesaid, acting in this behalf as well for herself and in her own name as the Tutrix duly nominated and appointed to the minor children issue of the said Marriage and also as the Executrix, duly named and appointed in, to and by the last Will and Testament of the said late Matthew Stewart. And Mr.Dugald Stewart of Dalhousie in the Province of New Brunswick, at present at Escuminac in the said Seignior, Merchant, acting in this behalf as the Attorney duly constituted and appointed to Mr.Stephen Prust Stewart, of full and lawful age, now absent, one of the children issue of the said Marriage, and by virtue of a certain Power of Attorney signed, executed and delivered by the said Stephen Prust Stewart before the undersigned Notary and Witnesses named in and subscribing to the said Power of Attorney, dated the fourteenth day of July now last past, all "habiles à se dire et porter heritiers" of the said late Matthew Stewart: which said parties before named, acting as aforesaid, did and hereby do acknowledge and confess to have voluntarily given and granted "baille et concede" by way of "cens et rentes foncieres seigneuriales et non rachetables" from henceforth forever and did and do hereby promise to warrant from all let and disturbances, interruptions, molestations, troubles and hindrances whatsoever unto Peter Stewart, yeoman, of the Seignior of Shoolbred, hereunto present and accepting hereof as Grantee "preneur et retenant" in manner aforesaid

6.

for himself, his Heirs, Executors, Administrators and Assigns as follows, that is to say -

That certain Lot or parcel of land known and distinguished as the Lot Number One in the first range of concessions in Escuminac aforesaid, commencing at a marked White Birch Tree on the Bank of the River Restigouche on the division line between the said Peter Stewart and Angus Carmichael, thence running West seven chains and ninety links or two acres and one half acre and extending back North Magnetically Forty acres or to the rear boundary line of the said Seignior by the same Forty acres more or less, containing one hundred superficial acres or thereabouts, more or less, bounded on the East by Angus Carmichael, on the South by the River Restigouche and on the West and North by unconceded land, and which the said Grantee doth declare to know and be well acquainted with and is content and satisfied therewith as having viewed and examined the same and being in possession thereof, the same being within the cession of the said Seignior of Shoolbred and hetyby charged towards the Domain thereof with twenty shillings annually for the first six years of the present concession, commencing from the first day of October last, and at the expiration of that term with Forty shillings per annum forever payable in good Merchantable grain at the current cash price at the time being, the whole being of " cens et rentes Seigneuriales foncieres et non rachatables", payable yearly and every year, whereof the first payment will become due and payable and shall be made on the tenth day of October which will be in the present year of our Lord one thousand eight hundred and thirty one to either of the said Seignior or to his successor or agent duly authorized, at the Manor House of the said Seignior or at the present residence of the said Seignior as the said Seigniors, their heirs or assigns may choose to appoint for that purpose and shall thenceforth forever continue to be made on the like terms on each and every year;

It shall nevertheless be in the power of the Seignior to alter the day of payment under the same conditions, the said "cens" bearing "lods et ventes" fines (amandes) and investiture (saisiner) with all those Seigniorial rights and dues incident, accruing and becoming due according to the laws now being in this Province, saving and reserving the right of redemption (retenue et retraits) in favor of the Seigniors, their heirs, executors, administrators and assigns by the express agreement between the parties upon every mutation by sale

7.

or equivalent to sale of the whole or any part of the said Lot of land upon reimbursing to the purchaser the purchase money with the disbursements for charges and lawful costs (frais et loyaux couts).

The said Grantee to give opening (donner du decouvert) to his neighbour or neighbours as the same shall be lawfully required by the said neighbour or neighbours, the said Seigniors not however bound to the same with respect to his or their Domain, Domains or ungranted lands.

To have, hold, occupy, possess and enjoy the said tract of land above granted to him, the said Grantee, his heirs and assigns in full property by virtue of and according to these presents without the power of granting or otherwise alienating the whole or any part of the said land in less parts or portions than one acre in front on the whole depth of the said land, reserving also to the Seigniors, their heirs, executors, administrators and assigns the right to take four arpents or acres at his and their own choice in the said land for the erection of Mills or Manufactures of any description, with a convenient and suitable road of Twenty feet in breadth leading to the same and to be laid out and chosen by the said Grantors, their heirs and assigns, with the right of making canals and drains, of diverting and changing the course of rivers or streams for the purpose of taking the waters to their Mill or Mills, Manufacture or Manufactures of their heirs and assigns or for the purpose of augmenting any river or rivers, streams or waters in, upon or over which may be erected banal Mills or other Mills or Manufactures in case the Seigniors shall deem fit so to do. The said four arpents or acres of land, road or other ground, as above mentioned, to be given over to the Seigniors or assigns on their paying of such ground cleared the expenses of clearing the same, said expense estimated by arbitrators and deducting the rent in every case for the same in proportion to the whole lot.

Moreover the right to the Seigniors or assigns of taking, without indemnity, the Timber, Stones and all other materials necessary for the erection of Mills, Manufacturers of any kind on the said Seigniory, Churches, Places of Worship, Manor Houses or other buildings and for the repair or repairs, rebuilding or enclosing the same, without paying for the same to the said Grantee, his heirs or assigns, who on his or their part shall be held to permit, suffer and furnish upon such lot such roads and bridges as the said Seigniors shall deem fit or useful or which shall be otherwise legally ordered.

And the said Grantee shall not, nor his heirs, executors, administrators

or assigns erect any Mill or Mills of any sort, kind or description whatever without having the express permission in writing of the Seigniors for the purpose -

The said Seigniors also reserve all Timbers. Oak and Wood fit for Masts and the construction of the King's Vessels, also reserve for themselves, their heirs and assigns, all quarries, mines, minerals, ores, metallic veins or beds if any be found on the said granted land and which the said Grantee shall be held and obliged to give information to the Seigniors, their heirs or assigns -

Also reserve for themselves the said Seigniors, their heirs or assigns, the right of fishing and placing and fixing nets for fishing on the whole or any part of the front of the said land hereby granted -

The said Grantee, his heirs and assigns moreover subject to the Banal Mill of the Seignior on pain of forfeiture of the grain with arbitrary fine and of paying to the Seigniors Toll (droit de moulure) upon such grain as the said Grantee, his heirs or assigns, shall have caused to be ground elsewhere -

The said Grantee shall, at his own costs, cause the aforesaid land to be surveyed, admeasured and bounded in the whole depth and breadth by a sworn surveyor and furnish the Seigniors with a Copy, in due form, of the aforesaid Survey, and shall have a Dwelling house and residence (tiendra feu et lieu) immediately on pain of reunion -

The Grantee shall also furnish the Seigniors with a Copy of these presents in due form, as also future purchasers of the said land or any part thereof exhibit their Deeds as well as that of their Vendor, in good form at each mutation within twenty days after their entering into possession -

The said Grantee shall be obliged to surrender such portions of the land thus granted as may be wanted for Fortifications, Batteries, Magazines and public works and shall be obliged to allow trees necessary for such Works and firewood for the Garrison of such Forts to be cut and taken from the said land without charge for compensation or indemnity and red firs and pines for the making of tar and pitch.

Further, the said Grantee shall not fell or throw or suffer to be felled or thrown from the said land any timber into lakes, rivers or streams and moreover in conformity and accordance with the Patent of

the said Seigniory from His Majesty's Government, To all which charged clauses and conditions and obligations and reservations aforesaid the said Grantee for ever for himself, his heirs and assigns doth expressly agree and doth hereby affect, bind, oblige, mortgage and hypothecate all, each and every the Estate and property, real and personal, present and future, and specially, one obligation not derogating from the other, the said tract od land which he doth hereby promise and bind himself for himself, his heirs and assigns, duly to cultivate and keep in good state -

FOR THUS AND PROMISING AND OBLIGING AND RENOUNCING AND THUS DONE AND PASSED this Twenty third day of February in the year of our Lord one thousand eight hundred and thirty one at Escuminac aforesaid and signed by the said parties to these presents in the presence of Angus Carmichael, Yeoman, and Donald Fraser, Mason, Witnesses to the due execution hereof and in the presence of and with Martin Sheppard, the undersigned Notary, also hereunto subscribing, these presents being first duly read according to Law.

(SIGNATURES)

Sophia Prust

S.P.Stewart by his Att'y

Dugald Stewart

Peter Stewart

Angus Carmichael

Donald Fraser

M.Sheppard, N.P.