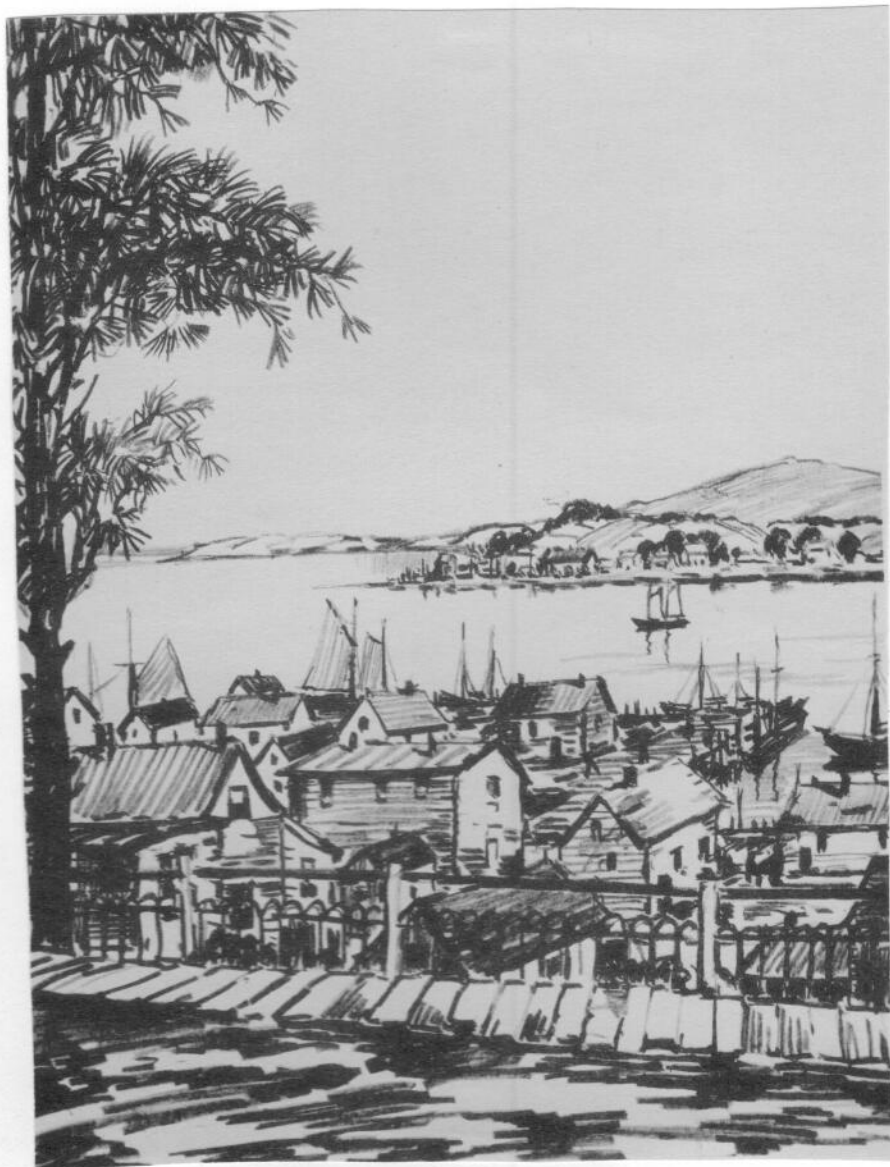


GASPÉ OF YESTERDAY

O'HARA'S POINT

A look back in time to the strategic
point of land on the north shore of
Gaspé Basin.

KEN ANNETT



A VIEW ACROSS THE ENTRANCE TO GASPE BASIN
WITH O'HARA'S POINT IN THE FOREGROUND.

O'HARA'S POINTFOREWORD

While the GASPÉ OF YESTERDAY article on "THE O'HARA FAMILY OF GASPÉ" published in SPEC on June 21,1983, remains as the major effort of the series in recall of that interesting family of pioneer settlers of Gaspé Basin, a number of the other articles of the series, published and as yet unpublished, have O'Hara family references. These include:

#003 "ADVENTURES OF DR.VON IFFLAND"	SPEC 15-08-77
#018 "EARLY JUDGES - DISTRICT OF GASPÉ"	SPEC 21-02-80
#019 "LAND CLAIMS - GASPÉ BAY"	SPEC 01-05-80
#027 "SPRING GROVE"	SPEC 06-07-82
#043 "EARLY TOURIST IN GASPESIA-CAPT.JUSTUS SHERWOOD"	SPEC 29-07-81
#044 "LIFE AND TIMES OF NICHOLAS COX"	SPEC 15-04-81
#045 "THE COX CORRESPONDENCE"	-----
#064 "WITH THIS RING I THEE WED" PART I	SPEC 01-03-83
#072 "NEW CARLISLE IN INFANCY"	SPEC 23-11-82
#074 "ROBERT AND ANNABELLA STEWART AND FAMILY	-----
#076 "POSSESSION AND ENJOYMENT OF LANDS"	-----
#100 "THE SEIGNIORY OF PABOS"	-----
#101 "REPARATION OF HONOUR"	-----
#113 "FORT RAMSAY"	SPEC 05-02-85
#119 "GASPÉ BASIN WATER LOTS"	-----
#130 "LOYALIST SETTLEMENT-GASPE PENINSULA"	SPEC 01-10-85
#157 "GASPESIAN TIMBER TRADE-1809"	-----
#166 "REGISTER-REV.D.F.DE MONTMOLLIN	SPEC 22-09-87
#189 "GASPÉ MILITIA OFFICERS"	-----
#192 "APPLICATIONS FOR LAND GRANTS-FROM 1764"	-----
#206 "DR.GEORGE MELLIS DOUGLAS"	-----
#227 "GASPÉ CHURCH RECORDS"	-----

New information on the O'Hara family continues to surface and despite findings to date there are questions that continue to intrigue and frustrate the family searcher. Typical of such questions that remain open to date are:

The identity and family background of the Mary Stewart/Stuart who was the wife of Henry O'Hara.

The origins and career of the Duncan McCallum who married Helen Maria, daughter of Henry and Mary Stewart O'Hara. Was he a son of James and Janet McCallum of Quebec City or a member of a related McCallum family of Quebec ?

Where and when did Henry O'Hara die ?

Information on these questions and on any other aspect of the O'Hara family story will be welcomed by GASPÉ OF YESTERDAY.

O'HARA'S POINT

Few Gaspé scenes have changed as much in living memory than the shores of Gaspé Basin. For those who can remember the POINTS of Gaspé Basin and Gaspé Harbour in the days before the building of the first, lift bridge across the entrance to the Basin, the change has been staggering and regrettable in scope and impact. The ultimate outrage has been the replacement of the Ross Bridge by one effectively barring shipping from the inner Basin that was one of the most sheltered and scenic harbours in Gaspesia.

Changed beyond recognition is the former "POINT" of Gaspé Basin with its wharves, warehouses, stores and ferry to the opposite Point of Gaspé Harbour. For generations ships of the world loaded and unloaded at the wharves of the Point and countless passengers landed or embarked on its shore. Gone is the ferry to and from Peninsula Point. Gone too are the freighters and passenger vessels of the age of steam and the yachts of sport fishermen on the Gaspé salmon rivers.

Beyond the poignant living memory lies a rich store of written record that conveys some picture of the POINT in still earlier times. The following Deeds of more than a century ago recall a time when the shore in question was 'HARA'S POINT.

THE 29th DAY OF JUNE, 1854

BARGAIN AND SALE

FROM

DUNCAN McCALLUM

TO

THE REV. FR. DE LA MARE

Province of Canada
District of Gaspé

On the twenty ninth day of June in the year of our Lord one thousand eight hundred and fifty four, Before me, John LeBoutillier, Esquire, one of Her Majesty's Justices of the Peace in and for the said District of Gaspé, in the Province of Canada, and residing at Gaspé Basin in the said District, and the Witnesses hereinafter named, and hereunto subscribing -

Personally came, appeared and was present Duncan McCallum of Gaspé Basin in the said District of Gaspé, Esquire, of the one part, and the Reverend Francis De La Mare of Gaspé Basin aforesaid, of the other part - which said parties did and do hereby promise, covenant and agree to and with each other in manner following.

The said Duncan McCallum for the consideration hereinafter mentioned did, as by these presents doth give, grant, alien, enfeoff, and confirm, assign, transfer and set over unto the said Francis De La Mare, present as aforesaid and accepting hereof, First, as well all the right, title, property, interest, claim and demand which he, the said Duncan McCallum now hath, as which he may at any time hereafter have, of, in, to and out of the following immoveable property now in his possession, that is to say, A certain lot or parcel of land situate, lying and being at Gaspé Basin aforesaid, containing about Sixty Acres in superficies, be the same much more or much less, and therefore without any guarantee as to the contents or extent of the said lot, but only as to the quantity of land that there may be in the said lot of land hereby sold as beforesaid, and as the same is now bounded, viz. on one side towards the North East by James Carter, on the other side towards the South West by James Perchard, in rear by the L'Anse aux Cousins Lots - and in front partly by the Wharf of the Representatives of the late John Francis Wilson, and mainly by the waters of Gaspé Basin aforesaid, - together with the dwelling House and other buildings thereon erected and being - the whole as more fully appears by a Figurative Plan annexed to these presents, and forming part of the same, but nevertheless subject to the reserves stated upon the said Plan - to wit. to the following persons, their right to the Buildings erected by

them upon the Point of land below the Queen's Highway (commonly known as O'Hara's Point, and as part and parcel of the lot of land hereby sold) the said purchaser obliging himself to fulfil and complete the leases of the respective parties, either written or verbal -

First, to Joseph Eden for the Building No.7 subject to the payment of a Ground-rent of three Pounds Currency per annum

Secondly, to James Kelly for the Building No.8 subject to the payment of a Ground-rent of Five Pounds ten shillings currency per annum.

Thirdly to Edward Quigley for a Building No.9 subject to the payment of a Ground-rent of Four Pounds Currency per annum.

Fourthly to John Eden for the Building No.10 subject to the payment of a Ground-rent of Six Pounds Currency per annum.

Fifthly to Henry Le Touzel for the Building No.11 subject to the payment of a Ground-rent of three pounds five shillings currency per annum.

Sixthly to Abraham Piton for the Building No.12 subject to the payment of a Ground-rent of one pound currency per annum.

Seventhly to James Beattie for the Building No.13 subject to the payment of a Ground-rent of one pound currency per annum.

And lastly the Buildings Nos. 5 and 6 erected upon the said Point of Land, are, it is fully understood by the parties to these presents the property of the Heirs of the late Hugh O'Hara - that both the said Buildings are free and to remain free of Ground rent, with the right of way to, from, in and about the same, at all times and for all purposes, without hindrance or molestation whatsoever, henceforth for ever. It is also well understood by the parties to these presents that all rents due and owing for Storage or Ground-rent up to the day and year first above written shall be due and payable to the seller, his Heirs or Assigns.

The present Sale and conveyance is thus made together with also, viz. One Ox; one two year old Heifer; one two year old Ox; Three cows; seven sheep and their lambs; three pigs; one plough; one harrow; one hay cart; two wood and one block sledges and chains, for and in consideration of the price and sum of nine hundred pounds of lawful

current money of this Province, of which said sum and consideration the said Vendor does hereby acknowledge and confess to have had and received to his entire satisfaction in the presence of us, the said Justice of the Peace and Witnesses, the sum of three hundred pounds of the said currency of and from the said purchaser - Dont Quittance- and the remainder of the said sum and consideration, being the sum of Six hundred pounds of the said currency, He, the said Francis De La Mare hereby obliges himself, his Heirs or Assigns to pay unto the said Vendor, His Heirs or Assigns in six yearly instalments of one hundred pounds of the said currency each- the first whereof to be made and paid twelve months after the date of these presents, and so on each year following until the said sum of six hundred pounds currency shall be dult paid and satisfied- with also the yearly interest of five pounds currency per centum upon the said sum of six hundred pounds currency to be reckoned, au prorata, from the date of these presents, till paid. And for surety of the payment of said sum of six hundred pounds of the said currency, the said lot of land hereby sold, shall be, and remain hypothecated and incumbered to and in favor of the said Vendor, his Heirs and Assigns, with the privilege of "Bailleur de fond", for as much, and as long as the said sum of six hundred pounds currency, or any part thereof, shall be or remain unpaid -

The said lot of land hereby sold, or intended so to be, belonging to the said Vendor for having acquired it by a certain Deed of Gift and agreement from the late Henry O'Hara, Esquire, passed before James Perchard, Esquire, Justice of the Peace, and Witnesses at Gaspé Basin on the fifth day of February in the year of our Lord one thousand eight hundred and fifty one and since then duly enregistered. The said lot of land hereby sold, the said Vendor hereby obliges himself, his Heirs and Assigns, to guarantee and doth hereby guarantee unto the said purchaser, free of all mortgages and incumbrances whatever and subject only to the reserves aforesaid. Also, the said Vendor, to save entirely harmless the said purchaser from all losses which may arise or grow out of a certain Law Suit instituted by James Carter against him, the said Vendor, the said Law Suit being still pending in Court, and undetermined.

To have and to hold the said lot of land hereinbefore granted together with the moveable effects as before mentioned, unto the

said Francis De La Mare to the only proper use and benefit and behoof of the said Francis De La Mare, his Heirs and Assigns, for ever. And the said Francis De La Mare hereby declares that he does not require any further explanation or designation touching the said property, real and personal, well knowing the same and that he is perfectly satisfied therewith.

This done and executed at Gaspe Basin aforesaid at the House and residence of the said Vendor on the day and year first above written, and signed by the said parties in presence of me, the said Justice of the Peace, also hereunto subscribing, and of John Eden, Esquire, and Joseph John Kavanagh, Gentleman, both of Gaspe Basin, Witnesses called for the execution hereof, also subscribing these presents, having been first duly read according to Law.

(SIGNATURES)

Duncan McCallum

Francis De La Mare

John Le Boutillier, J.P.

In Testimonium Veritatis.

John Eden

Joseph J. Kavanagh

POWER OF ATTORNEY BY BRIAN AND
MARY ADELINE LYNCH O'HARA TO
JOHN LE BOUTILLIER, J.P. FOR THE
SALE OF LOTS #5 AND #6 ON O'HARA'S
POINT, GASPÉ BASIN.

DEED OF SALE OF THE ABOVE LOTS
TO WILLIAM HYMAN.

BRIAN O'HARA WAS ONE OF THE SONS
OF HUGH AND MARY ANNA CORT O'HARA
OF GASPÉ BASIN AND GRANDSON OF
JUDGE FELIX O'HARA.

THE CAREER OF WILLIAM HYMAN HAS
BEEN ABLY DESCRIBED BY ROCH SAMSON
IN HIS BOOK, "FISHERMEN AND MERCHANTS
IN 19th CENTURY GASPÉ", PUBLISHED BY
PARKS CANADA.

POWER OF ATTORNEY

Know all men by these presents that I, Brian O'Hara, formerly of Gaspé Basin in the District of Gaspé, in the Province of Canada, now residing in the City of Williamsburg in the State of New York, one of the United States of America, Merchant, and Mary Adeline Lynch, wife of the said Brian O'Hara, have made, nominated, constituted and appointed and by these presents do make, nominate, constitute and appoint John Le Boutillier of Gaspé Basin aforesaid, Esquire, our true and lawful attorney for us and in our names and steads, to enter into and take possession of all such lands, tenements, hereditaments and real estate in Gaspé Basin aforesaid, hereinafter described, and to which either or both of us may be in any way entitled or interested in, and to dispose of the same as also hereinafter provided for.

That whereas I, the said Brian O'Hara am now possessor of a certain Beach Lot lying and situated upon the place commonly known as "O'HARA'S POINT" at Gaspé Basin aforesaid, bounded on both sides partly by stores heretofore the property of the late Henry O'Hara, Esquire, in front by the waters of Gaspé Basin and in the rear by the said late O'Hara's Beach, together with two buildings or stores erected upon the said Beach lot, said lot and stores being designated as Numbers "Five" and "Six" upon the said Point of land, and whereas I am now desirous of selling and disposing of the same, and whereas I, the said Mary Adeline Lynch am desirous that no obstruction, hindrance or impediment on my part may or might have accrued to me or my heirs, and created in the way of Dower or other legal charge upon the said Beach lot, by and in virtue of my marriage with the said Brian O'Hara, should in any manner or way exist to the granting of a true and valid title to the said Beach lot -

Know ye, that we, the said Brian O'Hara and Mary Adeline Lynch, his wife, as aforesaid, fo hereby authorize and rmpower the said John Le Boutillier, our said Attorney, to grant, bargain, sell, transfer, assign and convey to any person or persons whatsoever, and for any price, consideration or sum of money which he may see fit, and to receive, collect, demand or sue for the same, as and how he may see fit; the beach lot and its appurtenances herein before described,

with full warranty against all evictions,incumbrances,dowers or right of Dower and generally against any claim of any nature whatsoever either on the part of other persons or especially by me, the said Mary Adeline Lynch, hereby further authorising our said Attorney for me and in my name and stead to renounce all my title to Dower or right of Dower if any such exist in virtue of my said marriage with said Brian O'Hara -

And further, for us and in our names or in the names of each, both or either of us, to make, execute and deliver good and sufficient deeds and conveyances for the said Beach lot and its buildings and appurtenances.

Hereby giving and granting unto our said Attorney full power and authority to do and perform all and every act and thing whatsoever, requisite and necessary to be done in and about the premises, as fully to all interests and purposes as we might or could do if personally present.

Hereby ratifying and confirming and promising to ratify and confirm all that our said Attorney shall lawfully do in virtue hereof -

In witness whereof we have hereunto set our respective hands and seals at Williamburg aforesaid, this sixth day of July in the year of our Lord one thousand eight hundred and sixty

Signed,sealed and delivered
in the presence of-

(Signatures of) Brian O'Hara
Mary A. O'Hara

(Signature) Charlotte Lynch

HIGHLIGHTS OF THE DEED OF SALE OF BEACH LOTS #5 AND #6
ON O'HARA'S POINT TO WILLIAM HYMAN.

- . The Deed was dated December 30, 1862.
- . Anthony Painchaud, J.P. of Gaspé Basin acted in lieu of a Notary Public.
- . John Le Boutillier, J.P. acted as Attorney for the absent Vendor, Brian O'Hara.
- . The purchaser, William Hyman, Esquire, gave his residence as the Township of Cape-Rosier.
- . The Vendor, Brian O'Hara, was recorded as " sole residual legatee of the Estate and Succession of the late Maria Anna Cort of the Borough of William Henry, in the District of Montreal, Widow of the late Hugh O'Hara, in his lifetime of Gaspé Basin, in the said County, Esquire, deceased".
- . The sale was made in consideration of the price and sum of Five hundred dollars, net cost. The said William Hyman paying two and a half per cent upon the said sum as commission - also the notarial charge of the Deed.
- . William Hyman paid the above sums in full.
- . The Witnesses to the Deed were: John De St. Croix and John Short.
- . The Deed has clear signatures of all concerned.